



**CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
201 E. 5TH ST.**

**Tuesday, December 16, 2025
6:00 PM**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Invocation and Pledge of Allegiance led by Pastor Marty Crump of Family Life Church.

C. APPROVAL OF GENERAL AGENDA

D. APPROVAL OF CONSENT AGENDA

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a member of Council so requests, in which case, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

1. Regular Meeting Minutes - December 2, 2025

2. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

E. APPROVAL OF CONFLICT CLAIMS

1. Mayor Lundvall - \$138,186.40
Travel Reimbursement - \$869.53
S & S Builders - Pump Station #1 Upgrades - \$130,451.03
First National Bank - Pump Station #1 Upgrades (Retainage) - \$6,865.84

Staff Reference: Michelle Henderson, Finance Director

F. COMMENTS

Council:

Liaison:

Written:

Other - Comments:

G. PROCLAMATIONS / PRESENTATIONS

1. Dalbey Park Master Plan Improvements Study

Staff Reference: Ry Muzzarelli, Development Services Director

H. UNFINISHED BUSINESS

I. NEW BUSINESS

- 1. Council Consideration for the Acceptance of the Financial Audit Report Prepared by Bennett, Weber & Hermstad, LLP, for the Fiscal Year Ended June 30, 2025.**

Staff Reference: Michelle Henderson, Finance Director

- 2. Council Consideration for the Acceptance of Public Improvements for the Arlington Court Drainage Access Project, Installed by Hladky Construction, in the Amount of \$185,578.80 (1% Project).**

Staff Reference: MAP - Ry Muzzarelli, P.E., Development Services Director

- 3. Council Consideration for the Acceptance of the Heated Vehicle Storage Roof Restoration Project, Completed by Raisley Painting LLC in the amount of \$243,760.00.**

Staff Reference: Sawley Wilde, Public Works Director

- 4. Council Consideration for the Acceptance of the Donkey Creek Flood Study Final Report, Prepared by WWC Engineering, in the Amount of \$250,000.00 (FEMA grant and 1% Project).**

Staff Reference: MAP - Ry Muzzarelli, P.E., Development Services Director

- 5. Council Consideration of a Professional Services Agreement for Design Services Associated with the Westover Road Retaining Wall Project with DOWL, LLC in the Amount of \$48,000.00 (1% Project).**

Staff Reference: MAP - Ry Muzzarelli, P.E., Development Services Director

- 6. Council Consideration to Authorize the Mayor to Sign a Well Maintenance M9 & M10 Quote Agreement Between the City of Gillette, Wyoming and Sargent Drilling in the Amount of \$63,206.00.**

Staff Reference: Joff Pilon, P.E., Utilities Director

- 7. Council Consideration of a Resolution Authorizing the Mayor to Execute a Change of Status Form for Appointed Positions.**

Staff Reference: Deca Wasson, Human Resources Director

J. PUBLIC HEARINGS AND CONSIDERATIONS

- 1. A Public Hearing to Consider a Transfer of Real Property to the Gillette Community College District.**

Staff Reference: Sean Brown, City Attorney

2. **A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit.**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

3. **Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)**

Staff Reference: MAP - Ry Muzzarelli, P.E., Development Services Director

4. **A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 7/0)**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

5. **Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 7/0)**

Staff Reference: MAP - Ry Muzzarelli, P.E., Development Services Director

K. PUBLIC COMMENT

The purpose of Public Comment is for the Council to receive thoughts, suggestions, and concerns from our citizens. To this end, the Council will not engage in any discussion with individuals presenting Public Comment; nor will the Council engage in discussion amongst itself during the Public Comment Period. The reason for this is to treat each presenter and the ideas presented with due respect. Many of the ideas presented will require time for careful consideration, review, and discussion with City Staff. After such time, the Council may respond to matters raised during Public Comment at an appropriate time and setting.

1. **Council Meeting Safety & Public Meeting Rules.**

Staff Reference: Michael H. Cole, City Administrator

L. ADMINISTRATOR'S REPORT

M. EXECUTIVE SESSION

N. ADJOURNMENT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **December 16, 2025**

TITLE:

Invocation and Pledge of Allegiance led by Pastor Marty Crump of Family Life Church.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **December 16, 2025**

TITLE:

Regular Meeting Minutes - December 2, 2025

ATTACHMENTS:

[Meeting Minutes 12/02/2025](#)

A Regular Meeting of the City Council was held on Tuesday the 2nd day of December 2025, in the City Hall Council Chambers.

Present were Councilmembers Smith, McLeland, Gross, Carsrud, Clary (via teleconference), West, and Mayor Lundvall; City Administrator Cole; City Attorney Brown; Chief of Police Deaton; Directors Henderson, Muzzarelli, Pilon, Toscana, and Wilde; Facilities Maintenance Manager Hogan; Building Service Worker Matlock; and City Clerk Allen.

Invocation and Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Reverend Philip Jones of Roadway Alliance Church, followed by Christmas Songs sang by the Gillette Chamber Singers.

Mayor Lundvall declared a recess at 6:10 p.m., the meeting resumed at 6:13 p.m.

Approval of General Agenda

Councilmember West made a motion to approve the General Agenda; seconded by councilmember McLeland. All voted aye. The motion carried.

Approval of Consent Agenda

Minutes

Regular Meeting Minutes – November 18, 2025

Bills and Claims

Allmax Software Inc, 18,757.50; AlSCO, 1,044.58; Altec Industries Inc, 4,791.10; Anixter Power Solutofns, 604.35; April Shippy, 60.00; Architectural Specialties LLC, 6,416.71; Arete Design Group, 433.75; Atlas Office Products, 4,363.62; Best Best & Krieger LLP, 9,237.50; Big Horn Tire Inc, 4,577.62; Bighorn Hydraulics Inc, 136.81; Black Hills Energy, 15,261.19; Blue Cross Blue Shield Of Wyoming, 192,315.21; Blue Cross Blue Shield Of Wyoming, 155,349.23; Border States Electric, 19,872.87; Brady Nasset, 405.30; Built Right Construction And Roofing, 16,962.57; Campbell County Chamber Of Commerce, 60.00; Campbell County Landfill, 82,764.00; CenturyLink, 153.01; CenturyLink, 3,001.61; City Of Gillette, 4.50; City Of Gillette - Petty Cash, 87.00; Collection Professionals Gillette, 1,153.77; Consolidated Engineers Inc, 4,541.50; Core & Main, 7,956.04; Crum Electric Supply Company, 198.72; Davis & Cannon LLP, 12,300.83; Dell Computer Corp, 45,015.60; Delta Dental Of Wyoming, 28,936.55; Dooley Oil, Inc, 3,829.68; Eaton Sales & Service LLC, 2,857.86; Edi Mendoza, 24,525.00; Employers Council Inc, 107.50; Energy Aquistion, 111.14; Energy Laboratories Inc, 2,543.10; Farmer Brothers Company, 658.62; Ferguson Enterprises, Inc #1116, 7,780.00; First Class Auto, 2,594.74; First National Bank Of Gillette, 1,000,000.00; Flagshooter LLC, 1,169.15; Frandson Safety Inc, 950.00; Gallagher Benefit Services, Inc, 155.00; Gametime, 1,589.05; Gillette Contractors Supply Inc, 8,362.06; GMCO Corporation, 57,970.08; Greiner Motor Company, 903.50; Grossenburg Implement Incorporated, 310.98; Harrington Industrial Plastics, LLC, 752.23; HDR Engineering Inc, 83,468.77; HealthEquity, Inc., 3,233.53; HealthEquity, Inc., 3,233.53; HealthEquity, Inc., 888.57; HealthEquity, Inc., 1,350.56; HealthEquity, Inc., 253.50; Heaven Shoemaker, 50.00; Homax Oil, 962.85; Howard Jones, 191.10; Itron Inc, 3,773.10; Jack's Truck Center Inc, 194.08; Jessica Aultman, 150.00; Joe Johnson Equipment, LLC, 759.88; Karen's Delivery Service, 140.00; Kay Park Rec, 1,040.00; LexisNexis Matthew Bender, 254.31; Magnet Forensics Usa, Inc, 7,225.00; Mandros Painting Inc, 6,212.00; MCM General Contractors, 41,969.25; Midland Implement Co Inc, 261.66; Mike Porter, 88.20; Morrison Maierle Inc, 6,538.75; Nathan G Steiner, 9,761.88; National Sign Company, LLC., 300.00; Newman Signs Inc, 1,292.30; News Record, 9,664.25; Norco Inc, 5,246.64; One Call Of Wyoming Copr, 772.80; Optum Health Financial Services, 352.55; O'Reilly Auto Parts, 1,059.80; Paintbrush Sewer & Drain, 1,893.81; Partsone LLC, 4,130.52; PCA Engineering Inc, 279.65; Postal Pros Southwest Inc, 4,803.91; Powder River Energy Corporation, 2,850.64; Powder River Heating & Conditioning Corporation, 906.57; Pro Windmill Inc, 465.00; ProElectric Inc, 1,197.71; Railroad Management Co LLC, 1,000.00; Razor City Rental, 52.20; Regulatory Software Services, 1,080.00; Rms Instrument & Electrical, LLC, 27,583.40; RVE, Inc, 2,113.75; Sherman & Reilly Inc, 4,478.18; Simon Contractors, 2,478.23; Simpson's Printing, 90.00; Sletten Construction Of Wyoming, Inc, 13,497.50; Sterling Infosystems, Inc, 291.84; Strand's Lawn Care LLC, 4,448.29; Stuart C. Irby Co, 82.50; Tantalus Systems Inc, 1,500.00; Terry Sjolín, 275.00; That Embroidery Place, 45.00; Thunder Basin Ford LLC, 158.19; Torgerson's, LLC, 604.33; Trebron Security, LLC, 275.64; UMB Bank, 91,407.54; Verizon Wireless, 1,891.11; Vic Robertson, 88.90; Waste Connections Of Wyoming, 1,227.76; Wesco Receivables Corp, 8,982.50; Western Stationers, 3,064.90; White's Frontier Motors, 27.66; WWC Engineering, 13,500.00; Wyoming Association Municipalities, 1,890.00; Wyoming Cooperative Liquid Assets Securities, 1,260.00; Wyoming Cooperative Liquid Assets Securities, 49,500.00; Wyoming Cooperative Liquid Assets Securities, 1,000.00; Wyoming Cooperative Liquid

Assets Securities, 5,050.00; Wyoming Cooperative Liquid Assets Securities, 250,000.00; Wyoming Dept of Transportation, 189.27; Wyoming Water Solutions, 14.00.

Councilmember West made a motion to approve the Consent Agenda; seconded by councilmember Gross. All voted aye. The motion carried.

Comments

Council

Councilmember West thanked Public Works for their efforts in decorating the City for Christmas.

Councilmember Gross summarized her findings regarding BWXT's financial liability. Gross added that the Gillette College Technical Education Center will be hosting "Christmas at the College" from 4:30 p.m. to 6:00 p.m. on December 4, 2025.

Councilmember Smith stated that the Boy Scouts are selling Christmas Trees on Second Street.

Written

City Clerk Allen stated that the City Clerk's Office received written comments from Cheryl Vomhof, Pat Collins, Rolf Arands, Katherine Poynter, Darron Boltin, Priscilla Hixson, Dean Vomhof, Paul Unti, Sharon Stolberg, Lee Shafer, Susan Clary, Gail Heath, Clint Copping, Ben Decker, Lance Kleiderlein, Jeanene Groves, Brenda Wilson, Lori Schram, Patricia Junek, Cheryl Morrison, and Norberto Orellana, supporting the repeal of the Malicious Harms Ordinance. Karen Barrall, Dave Eberts, Elaine Roth, Christy Gerrits, and Billy Montgomery wrote in opposition of the repeal. Also submitted was a comment from Ryan Messano, disagreeing with the City Council Public Comment Policy. City Attorney Brown reminded the Mayor and Council that he is currently reviewing the City's Public Comment Policy and will recommend changes in the next few months.

Proclamations / Presentations

Manager Hogan introduced Ashley Matlock, Building Service Worker, who was recognized as the City of Gillette's 2025 3rd Quarter P.R.I.D.E. winner.

Rusty Bell, Energy Capital Economic Development CEO, provided a quarterly update regarding ECED. Councilmembers West, Gross, and Mayor Lundvall thanked Bell for the work ECED does for the community. Councilmember Smith questioned if ECED is involved with Nuclear Waste activities.

Director Toscana presented a Things to Know video for December 2025.

Public Hearings and Considerations

Mayor Lundvall reviewed the Public Hearing rules before opening a Public Hearing for an Ordinance Repealing Chapter 14, Section 14-42, of the Gillette City Code Regarding Malicious Harms, and Amending Chapter 16, Sections 16-1(B) and 16-2, of the Gillette City Code to Delete Reference to Gillette City Code Section 14-42. The following individuals spoke in opposition to repealing the Malicious Harms Ordinance: Sheri England, Amber Lewis, Amy Caldwell, Alex Rexin, Christopher Brelin, Jacob Iverson, Christy Gerrits, Dara Corkery, Diane Ernst, Karen Barrall, Mary Appel, Bruce Williams, Heidi Kennedy, and Vicki Swenson. Kelly Boltin, Dean Vomhof, Norberto Orellana, Katherine Poynter, Rolf Arands, Patricia Junek, Ben Decker, Vaughn Keoshkerian, and Bill Fortner spoke in favor of repealing the Malicious Harms Ordinance. Hearing no further comment, Mayor Lundvall closed the public hearing.

ORDINANCE NO. 4074

AN ORDINANCE REPEALING CHAPTER 14, SECTION 14-042, OF THE GILLETTE CITY CODE REGARDING MALICIOUS HARMS, AND AMENDING CHAPTER 16, SECTIONS 16-1(B) AND 16-2, OF THE GILLETTE CITY CODE TO DELETE REFERENCE TO GILLETTE CITY CODE SECTION 14-42.

Councilmember Clary made a motion to approve the foregoing Ordinance on third and final reading; seconded by Councilmember West. Attorney Brown presented the current structure of the ordinance, legal concepts, and discussed criminal procedure. Councilmembers West, Gross, and McLeland reiterated their support to not repeal the Ordinance. Councilmembers Smith, Carsrud, Clary, and Mayor Lundvall expressed their favor for the repeal. Council members Smith, Carsrud, Clary, and Mayor Lundvall voted aye. Council members Gross, McLeland, and West voted nay. The motion carried.

New Business

Minute Action

Councilmember Carsrud made a motion to approve a Bid Award for the Alley Sewer Replacement Project to Hot Iron Inc., in the amount of \$514,472.22 (1% Project); seconded by councilmember Gross. All voted aye. The motion carried.

Councilmember Smith made a motion to approve the Acceptance of Public Improvements for the Gillette Madison Pipeline Project M13, M14, and M15 Pump Stations installed by Prospect Construction Inc., in the Amount of \$6,876,409.00; seconded by councilmember Gross. Administrator Cole stated that the three wells will add an additional six million gallons of water to the system. All voted aye. The motion carried.

Councilmember Gross made a motion to approve the Acceptance of Public Improvements for the Gillette Regional Water Supply Project Phase III, Installed by DRM, Inc. in the Amount of \$3,565,478.15; seconded by councilmember West. Administrator Cole explained that three subdivisions are now connected to the regional water system. All voted aye. The motion carried.

Councilmember West made a motion to approve the Acceptance of Public Improvements for the 640 N Hwy 14-16 Sewer Improvements, Installed by Hot Iron, Inc. in the Amount of \$787,723.50. (1% Project); seconded by councilmember McLeland. Administrator Cole stated that the replaced sewer line was in the vicinity of the movie theatre on Highway 14/16. All voted aye. The motion carried.

Public Comment

Ben Decker encouraged news reporters to write accurately of the repeal of the Malicious Harms Ordinance.

Norberto Orellana and Rolf Arands expressed their concerns for BWXT and their financial reports.

Jacob Iverson and Bruce Williams expressed their disfavor in the repeal of the Malicious Harms Ordinance.

Eric Zahrowski asked if the City of Gillette would be capable of continuing water services to the community if the city lost power.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 8:21 p.m. The meeting can be viewed on the City’s website, www.gillettewy.gov/gpa. The next regularly scheduled meeting will be held on Tuesday, December 16, 2025, in the City Hall Council Chambers.

(S E A L)
ATTEST:

Shay Lundvall, Mayor

Alicia Allen, City Clerk
Publication Date: December 9, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Bills and Claims

SUGGESTED ACTION:

I move that the bills and claims, excepting any and all conflict claims, be approved

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Bills and Claims](#)

[Bills and Claims - Prepaids](#)

[Wire Transfers](#)

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
4555-ATLAS OFFICE PRODUCTS			
	200208	OS INVENTORY	514.87
	200209	OS INVENTORY	179.98
		VENDOR TOTAL:	694.85
2594-BOMGAARS SUPPLY			
	200280	OFFICE SUPPLY WAREHOUSE	314.50
	200281	OFFICE SUPPLY WAREHOUSE	125.00
		VENDOR TOTAL:	439.50
5179-GALLS, LLC			
	200237	PDW INVENTORY	150.00
		VENDOR TOTAL:	150.00
1511-NORCO INC			
	200239	CUSTODIAL INVENTORY	248.85
	200241	CUSTODIAL INVENTORY	410.82
	200243	CUSTODIAL INVENTORY	731.41
		VENDOR TOTAL:	1,391.08
5132-STAPLES CONTRACT & COMMERCIAL LLC			
	200253	OS INVENTORY	834.04
		VENDOR TOTAL:	834.04
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL			
	200040	NOVEMBER 2025 OFFICE TRAINING FEES	55.00
		VENDOR TOTAL:	55.00
2300-WESTERN STATIONERS			
	200274	OS INVENTORY	55.95
	200275	OS INVENTORY	138.75
	200276	OS INVENTORY	166.32
		VENDOR TOTAL:	361.02
		DIVISION TOTAL:	3,925.49
		DEPARTMENT TOTAL:	3,925.49

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
1447-ANIXTER POWER SOLUTIONS			
	200196	PARKS * ENZI * TYLER	531.87
	200203	PARKS * ENZI * TYLER	275.00
	200204	PARKS * ENZI * TYLER	258.00
	200205	PARKS * ENZI * TYLER	240.00
		VENDOR TOTAL:	1,304.87
1864-FIRST NATIONAL BANK OF GILLETTE			
	200131	ENZI PRACTICE FIELDS IMPROVEME	5,783.47
	200287	COUNCIL OF COMMUNITY SERVICE R	4,328.90
		VENDOR TOTAL:	10,112.37
1560-HLADKY CONSTRUCTION			
	200286	COUNCIL OF COMMUNITY SERVICE R	82,249.11
		VENDOR TOTAL:	82,249.11
4422-INTERSTATE ENGINEERING, INC			
	200175	CITY POOL RECONSTRUCTION	820.00
		VENDOR TOTAL:	820.00
1958-PCA ENGINEERING INC			
	200165	ENZI PRACTICE FIELD IMPROVEMEN	3,311.06
		VENDOR TOTAL:	3,311.06
2033-POWDER RIVER CONSTRUCTION			
	200129	ENZI PRACTICE FIELDS IMPROVEME	109,885.87
		VENDOR TOTAL:	109,885.87
4838-PUSH PEDAL PULL			
	200250	WELLNESS * EQUIPMENT	18,210.00
		VENDOR TOTAL:	18,210.00
5141-RON TURLEY ASSOCIATES INC			
	200037	FLEET ANALYSIS	3,000.00
		VENDOR TOTAL:	3,000.00

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
3892-SQUARE GROVE LLC			
	200251	JUDICIAL DESKS	6,958.00
	200252	GPA DESKS	3,775.00
		VENDOR TOTAL:	10,733.00
2300-WESTERN STATIONERS			
	200273	GPA STUDIO WAITING CHAIRS	1,896.00
		VENDOR TOTAL:	1,896.00
		DIVISION TOTAL:	241,522.28
		DEPARTMENT TOTAL:	241,522.28

Expenditure Approval Report
Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2312-THOMSON WEST			
	200061	SUBSCRIPTION	774.76
		VENDOR TOTAL:	774.76
		DIVISION TOTAL:	774.76
		DEPARTMENT TOTAL:	774.76

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
20-HUMAN RESOURCES		
20-HUMAN RESOURCES		
4908-COOPERATIVE PERSONNEL SERVICES		
199997	HANDBOOK CONSULTING	1,260.00
	VENDOR TOTAL:	1,260.00
4458-EMPLOYMENT TESTING CENTER OF WYOMING		
199996	POPH1	350.00
	VENDOR TOTAL:	350.00
5143-RYAN SCHROCK		
200045	DRUG AND ALCOHOL TESTING	558.20
200046	DRUG AND ALCOHOL TESTING	38.00
	VENDOR TOTAL:	596.20
1801-SIGNBOSS LLC		
199964	WELCOME SIGN FOR HUMAN RESOURCES	2,374.41
	VENDOR TOTAL:	2,374.41
	DIVISION TOTAL:	4,580.61
21-SAFETY		
1858-FIREMASTER DEPT 1019		
199988	FIRE EXTINGUISHER MAINTENANCE	522.00
199989	FIRE EXTINGUISHER MAINTENANCE	401.00
199990	FIRE EXTINGUISHER MAINTENANCE	434.00
199991	FIRE EXTINGUISHER MAINTENANCE	93.00
199992	FIRE EXTINGUISHER MAINTENANCE	346.00
199993	FIRE EXTINGUISHER MAINTENANCE	1,160.00
199994	FIRE EXTINGUISHER MAINTENANCE	93.00
	VENDOR TOTAL:	3,049.00
	DIVISION TOTAL:	3,049.00
	DEPARTMENT TOTAL:	7,629.61

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
26-CUSTOMER SERVICE			
1898-ONLINE UTILITY EXCHANGE			
	200078	NOVEMBER 2025 UTILITY EXCHANGE REPORT	349.68
		VENDOR TOTAL:	349.68
3369-POSTAL PROS SOUTHWEST INC			
	199953	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,489.25
	200034	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	2,261.38
		VENDOR TOTAL:	5,750.63
		DIVISION TOTAL:	6,100.31
34-INFORMATION TECHNOLOGY			
4025-AGOSTO HOLDINGS, LLC			
	200065	GOOGLE VOICE	3,547.86
		VENDOR TOTAL:	3,547.86
2238-AXON ENTERPRISE INC			
	200063	AXON CAMERAS & STORAGE	70,017.10
	200064	AXON CAMERA STORAGE & LICENSE CONVERSION	2,796.60
		VENDOR TOTAL:	72,813.70
1339-CDW GOVERNMENT INC			
	200217	IT * ABSOLUTE NETMOTION VPN * MIKE P	24,389.60
		VENDOR TOTAL:	24,389.60
1358-CENTURYLINK			
	200069	TELEPHONE SERVICE	3,001.61
		VENDOR TOTAL:	3,001.61
2852-CORE & MAIN			
	200072	SENSUS METER INTEGRATION	6,000.00
		VENDOR TOTAL:	6,000.00
3999-ENCODEPLUS, LLC			
	200066	ENCODE	7,250.00
		VENDOR TOTAL:	7,250.00
4834-POWERDMS, INC			
	200070	NEOGOV PD APPLICATIONS	17,507.80
		VENDOR TOTAL:	17,507.80

Expenditure Approval Report
Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
4129-REAL TIME NETWORKS INC			
	200068	KEYTRACER MAINTENANCE	11,438.00
		VENDOR TOTAL:	11,438.00
4993-SMARSH INC.			
	200062	SMS ARCHIVING ADDITIONAL STORAGE	73.90
		VENDOR TOTAL:	73.90
4143-TANTALUS SYSTEMS INC			
	200067	TANTALUS MAINTENANCE & HOSTING	67,419.03
		VENDOR TOTAL:	67,419.03
2247-VISIONARY COMMUNICATIONS			
	200071	INTERNET SERVICE	1,092.96
		VENDOR TOTAL:	1,092.96
		DIVISION TOTAL:	214,534.46
		DEPARTMENT TOTAL:	220,634.77

Expenditure Approval Report
Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4481-BALCO UNIFORM CO., INC		
199889	HANDCUFF POUCHES	265.00
	VENDOR TOTAL:	265.00
5201-BRANDI TONKEL		
200047	FORENSIC INTERVIEW	425.00
	VENDOR TOTAL:	425.00
2483-CAMPBELL COUNTY SHERIFF		
199896	OCTOBER 2025 PRISONER BILLING	3,000.00
	VENDOR TOTAL:	3,000.00
5134-COURTNEY LORRAINE FULGINITI		
199883	DUI BLOOD DRAW	75.00
199884	DUI BLOOD DRAW	75.00
199885	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	225.00
2597-CRAIG FURMAN		
199886	DUI BLOOD DRAW	75.00
199888	DUI BLOOD DRAW	75.00
	VENDOR TOTAL:	150.00
1798-ENTENMANN ROVIN COMPANY		
199897	BADGES	413.95
	VENDOR TOTAL:	413.95
5193-EVIDENT INC		
200232	PD - EVIDENCE BAGS	1,714.27
200233	PD - EVIDENCE BAGS	906.00
	VENDOR TOTAL:	2,620.27
1916-GALLS INC		
199890	UNIFORMS	177.00
199891	UNIFORMS	175.50
199892	UNIFORMS - LUCUS	101.32
	VENDOR TOTAL:	453.82

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2159-JANE STEARNS M.S. LPC			
	200060	PD COUNSELING	1,100.00
VENDOR TOTAL:			1,100.00
5555-MISC EMPLOYEE VENDOR			
	200087	FY25/26 BOOT ALLOWANCE	200.00
	200088	FY25/26 EQUIPMENT REIMBURSEMENT	500.00
	200089	FY25/26 EQUIPMENT REIMBURSEMENT	500.00
	200090	FY25/26 EQUIPMENT REIMBURSEMENT	250.00
	200091	FY25/26 EQUIPMENT REIMBURSEMENT	300.00
	200092	FY25/26 EQUIPMENT REIMBURSEMENT	250.00
	200093	FY25/26 EQUIPMENT REIMBURSEMENT	500.00
	200094	FY25/26 EQUIPMENT REIMBURSEMENT	250.00
	200095	TRAVEL REIMBURSEMENT	87.50
VENDOR TOTAL:			2,837.50
1503-NATIONAL MEDICAL SERVICES			
	199895	HOMICIDE	66.00
VENDOR TOTAL:			66.00
2066-SOURCE OFFICE PRODUCTS			
	199878	2026 CALENDARS	49.80
	199879	RETURN CALENDAR	-9.09
	199880	CALENDAR	20.10
	199881	FORM PAPER	416.90
	199882	CREDIT FOR CALENDAR NOT RECEIVED	-20.10
VENDOR TOTAL:			457.61
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL			
	199894	TRAINING - J DAWE	685.00
VENDOR TOTAL:			685.00

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
4865-WYOMING CENTER FOR CLINICAL EXCELLENCE		
199898	PD COUNSELING	200.00
199899	PD COUNSELING	200.00
199900	PD COUNSELING	200.00
199901	PD COUNSELING	200.00
199902	PD COUNSELING	200.00
	VENDOR TOTAL:	1,000.00
	DIVISION TOTAL:	13,699.15
41-DISPATCH		
2437-STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL		
199893	DISPATCH TRAINING	245.00
	VENDOR TOTAL:	245.00
	DIVISION TOTAL:	245.00
45-ANIMAL SHELTER		
2435-WYOMING STATE		
200038	2026 EUTHANASIA CERTIFICATION - C SEARS	50.00
200039	2026 EUTHANASIA CERTIFICATION - L GROVES	50.00
	VENDOR TOTAL:	100.00
	DIVISION TOTAL:	100.00
	DEPARTMENT TOTAL:	14,044.15

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-CITY HALL BUILDING MAINTENANCE		
1040-ALSCO		
199823	RUG CLEANING	48.42
199831	RUG CLEANING	20.83
199833	RUG CLEANING	48.42
199861	RUG CLEANING	20.83
199863	RUG CLEANING	48.42
199864	RUG CLEANING	20.83
	VENDOR TOTAL:	207.75
5106-GARRATT CALLAHAN COMPANY		
199870	CITY HALL HVAC PM'S	730.00
200017	CITY HALL HVAC CHEMICAL TEST	730.00
	VENDOR TOTAL:	1,460.00
1511-NORCO INC		
199869	CITY HALL CUSTODIAL SUPPLIES	101.67
	VENDOR TOTAL:	101.67
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
200051	CITY HALL HVAC PM'S	3,551.15
	VENDOR TOTAL:	3,551.15
2116-RAPID FIRE PROTECTION INC		
200053	FIRE SURPRESSION TESTING AT WASTEWATER	540.00
	VENDOR TOTAL:	540.00
	DIVISION TOTAL:	5,860.57
50-PUBLIC WORKS ADMIN		
4962-ROCKED CO LLC		
200022	MEMORIAL BENCH CONCRETE	230.00
	VENDOR TOTAL:	230.00
4148-TERRY SJOLIN		
200119	SCHEDULING FOR THE FIELDS	150.00
	VENDOR TOTAL:	150.00
	DIVISION TOTAL:	380.00

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1040-ALSCO		
199828	UNIFORM CLEANING	48.03
199838	UNIFORM CLEANING	49.46
199868	UNIFORM CLEANING	52.21
	VENDOR TOTAL:	149.70
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
200049	ANTELOPE VALLEY PARK WATER	7.50
	VENDOR TOTAL:	7.50
5166-BEGG BOROUGH STEEL, LLC		
199921	PARTS	455.99
	VENDOR TOTAL:	455.99
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT		
200050	CRESTVIEW PARK WATER	7.50
	VENDOR TOTAL:	7.50
1758-KAREN'S DELIVERY SERVICE		
199922	DELIVER PARTS FROM DAKOTA EQUIPMENT	45.00
	VENDOR TOTAL:	45.00
1919-PAINTBRUSH SEWER & DRAIN		
200057	PORTA TOILETS	1,295.25
	VENDOR TOTAL:	1,295.25
2005-PETE LIEN & SONS INC		
200041	CREDIT FOR OVERCHARGE ON FREIGHT	-1,820.00
	VENDOR TOTAL:	-1,820.00
	DIVISION TOTAL:	140.94
54-STREETS		
1040-ALSCO		
199826	UNIFORM CLEANING	59.42
199836	UNIFORM CLEANING	59.42
199866	UNIFORM CLEANING	59.42
	VENDOR TOTAL:	178.26

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
3945-AMERICAN TRACK GENERATIONS LLC			
	200019	ENERGY PARK RAIL SPUR	448.53
		VENDOR TOTAL:	448.53
2677-CENTRAL TRUCK & DIESEL INC			
	199946	RENTAL SKID STEER	450.00
		VENDOR TOTAL:	450.00
1909-G AND G LANDSCAPING INC			
	199876	4J AND 8TH ST RETAINING WALL REPAIR	8,800.00
		VENDOR TOTAL:	8,800.00
1264-MCM GENERAL CONTRACTORS			
	200123	ANNUAL TRENCHING AND BORING AG	9,623.80
		VENDOR TOTAL:	9,623.80
1802-SIMON CONTRACTORS			
	200018	ROCK	407.00
		VENDOR TOTAL:	407.00
4135-TEAM LABORATORY CHEMICAL, LLC			
	200021	TAR BUSTER	189.75
		VENDOR TOTAL:	189.75
2731-WATERWORKS INDUSTRIES			
	200262	STREETS * PUMP * SUSAN	400.00
		VENDOR TOTAL:	400.00
		DIVISION TOTAL:	20,497.34
		DEPARTMENT TOTAL:	26,878.85

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
61-BUILDING INSPECTION		
3827-TAMI WALDNER		
200085	BOE MEETING	135.00
200086	BOE MEETING	135.00
	VENDOR TOTAL:	270.00
	DIVISION TOTAL:	270.00
62-TRAFFIC SAFETY		
4228-RMS INSTRUMENT & ELECTRICAL, LLC		
199961	RESET INTERSCCTIONS	570.00
	VENDOR TOTAL:	570.00
	DIVISION TOTAL:	570.00
63-PLANNING		
1082-ARROW PRINTING AND GRAPHICS INC		
199959	BUSINESS CARDS - D DOBITZ & M DUVALL	82.00
	VENDOR TOTAL:	82.00
	DIVISION TOTAL:	82.00
	DEPARTMENT TOTAL:	922.00

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
65-PUBLIC AFFAIRS DEPARTMENT			
32-JUDICIAL			
2483-CAMPBELL COUNTY SHERIFF			
	199896	OCTOBER 2025 PRISONER BILLING	250.00
		VENDOR TOTAL:	250.00
4003-MICHAEL STULKEN			
	200059	DEFENSE ATTORNEY	500.00
		VENDOR TOTAL:	500.00
		DIVISION TOTAL:	750.00
		DEPARTMENT TOTAL:	750.00
		FUND TOTAL:	517,081.91

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
5161-ADVANCED PUMP & EQUIPMENT, INC			
	200028	PARTS	23,519.61
		VENDOR TOTAL:	23,519.61
1381-CITY OF GILLETTE			
	200159	FORCE ROAD M&O * RETAINAGE	2,641.57
		VENDOR TOTAL:	2,641.57
1415-CONSOLIDATED ENGINEERS INC			
	200168	2026 ASPHALT POTHOLE REPAIR PR	786.50
	200170	SPRUCE AND KLUVER SURFACING *	4,854.00
	200173	2025 SEWER POINT REPAIRS - DES	6,710.75
	200174	NORTHLAND VILLAGE DRAINAGE IMP	2,110.00
		VENDOR TOTAL:	14,461.25
1684-DRM INC			
	200132	SEWER POINT REPAIRS (DELANIE A	79,863.56
		VENDOR TOTAL:	79,863.56
1864-FIRST NATIONAL BANK OF GILLETTE			
	200145	FOX PARK WATER MONITORING BUIL	6,869.71
	200151	ARLINGTON COURT DRAINAGE ACCES	813.22
		VENDOR TOTAL:	7,682.93
1866-FIRST NORTHERN BANK OF WYOMING			
	200133	SEWER POINT REPAIRS (DELANIE A	4,203.35
		VENDOR TOTAL:	4,203.35
5056-FIRST STATE BANK, DIVISION OF GLACIER BANK			
	200143	ALLEN AVE IMPROVEMENTS * RETAI	303.33
		VENDOR TOTAL:	303.33
1450-HDR ENGINEERING INC			
	200166	CAM-PLEX WASTEWATER LIFT STATI	1,000.28
	200176	HERITAGE LIFT STATION REPLACEM	8,973.75
		VENDOR TOTAL:	9,974.03

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1560-HLADKY CONSTRUCTION			
	200144	FOX PARK WATER MONITORING BUIL	130,524.49
	200150	ARLINGTON COURT DRAINAGE ACCES	15,451.37
		VENDOR TOTAL:	145,975.86
1589-HOT IRON			
	200184	O'HARA DRIVE WATER MAIN	233,621.37
	200285	SUTHERLAND SUBDIVISION VALVES:	174,721.58
		VENDOR TOTAL:	408,342.95
1754-KLJ ENGINEERING LLC			
	200149	2023 MCCANN HEIGHTS PROJECT	1,204.11
	200162	COTTONWOOD PARK DRAINAGE REPOR	433.18
	200163	RR QUIET ZONES MAINTENACE REPA	761.62
	200169	BUTLER SPAETH & 6TH STREET SEW	5,395.94
	200171	ARLINGTON COURT DRAINAGE ACCES	1,955.38
	200178	HIDDEN VALLEY SEWER IMPROVEMEN	2,430.46
	200179	O'HARA DRIVE WATER MAIN	12,903.05
		VENDOR TOTAL:	25,083.74
1312-MORRISON MAIERLE INC			
	200156	FOOTHILLS DRAINAGE IMPROVEMENT	4,004.00
	200161	640 N HWY 14-16 SEWER IMPROVEM	9,126.75
	200167	FOX PARK WATER MONITORING BUIL	8,920.28
		VENDOR TOTAL:	22,051.03
4226-NATHAN G STEINER			
	200154	ANTELOPE VALLEY PLAYGROUND	872.00
		VENDOR TOTAL:	872.00
1958-PCA ENGINEERING INC			
	200164	ECHETA ROAD RECONSTRUCTION	7,765.75
	200177	ANTELOPE VALLEY ROAD MAINTENAN	823.75
	200182	IRRIGATION CENTRAL CONTROL PHA	925.20
		VENDOR TOTAL:	9,514.70

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
5064-RVE, INC			
	200181	DALBEY IMPROVEMENTS STUDY	8,560.80
		VENDOR TOTAL:	8,560.80
1779-SECURITY STATE BANK			
	200137	SUTHERLAND SUBDIVISION VALVES:	9,195.87
	200185	O'HARA DRIVE WATER MAIN - RETA	12,295.86
		VENDOR TOTAL:	21,491.73
1802-SIMON CONTRACTORS			
	200158	FORCE ROAD M&O	50,189.87
		VENDOR TOTAL:	50,189.87
4738-STEVEN GERBER			
	200140	ALLEN AVE IMPROVEMENTS	5,763.36
		VENDOR TOTAL:	5,763.36
4195-TR CONSULTING SERVICES LLC			
	200157	2025 PAVER INSPECTION ZONE 1	67,000.00
		VENDOR TOTAL:	67,000.00
2363-WWC ENGINEERING			
	200180	SUTHERNLAND SUBDIVISION R & O	13,981.75
	200183	OVERDALE/OREGON SURFACING PROJ	14,344.00
	200186	FORCE ROAD R&O	4,506.25
	200284	CAMPBELL COUNTY PATHWAY DRAINAGE	804.25
		VENDOR TOTAL:	33,636.25
		DIVISION TOTAL:	941,131.92
		DEPARTMENT TOTAL:	941,131.92
		FUND TOTAL:	941,131.92

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1228-BURNS AND MCDONNELL CORPORATION			
	200146	GILLETTE MADISON PIPELINE PROJ	32,986.91
		VENDOR TOTAL:	32,986.91
1559-DOWL LLC			
	200282	GILLETTE REGIONAL WATER SUPPLY	1,527.50
	200283	GILLETTE REGIONAL WATER SUPPLY	1,230.31
		VENDOR TOTAL:	2,757.81
1684-DRM INC			
	200134	GRWSP PRIORITY V (AIRPORT/MEAN	416,215.96
		VENDOR TOTAL:	416,215.96
1866-FIRST NORTHERN BANK OF WYOMING			
	200135	GRWSP PRIORITY V (AIRPORT/MEAN	21,906.10
		VENDOR TOTAL:	21,906.10
1312-MORRISON MAIERLE INC			
	200172	GRWSP - PH 5 DISTRICT EXT	3,056.25
		VENDOR TOTAL:	3,056.25
4228-RMS INSTRUMENT & ELECTRICAL, LLC			
	199960	FIBER OPTIC MADISON WELLFIELD	6,271.00
		VENDOR TOTAL:	6,271.00
		DIVISION TOTAL:	483,194.03
		DEPARTMENT TOTAL:	483,194.03
		FUND TOTAL:	483,194.03

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	199773	UE 36170 1401 HEATHER	87.02
	199799	UE 36322 4417 ALISON	77.12
		VENDOR TOTAL:	164.14
		DIVISION TOTAL:	164.14
		DEPARTMENT TOTAL:	164.14

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
502-SOLID WASTE FUND		
50-PUBLIC WORKS		
55-SOLID WASTE		
1040-ALSCO		
199827	UNIFORM CLEANING	17.63
199837	UNIFORM CLEANING	17.63
199867	UNIFORM CLEANING	11.72
	VENDOR TOTAL:	46.98
2434-AMERICAN WELDING & GAS INC		
200048	CYLINDER RENT	39.13
	VENDOR TOTAL:	39.13
3894-CAMPBELL COUNTY LANDFILL		
200058	NOVEMBER 2025 LANDFILL CHARGES	69,397.75
	VENDOR TOTAL:	69,397.75
2303-WESTERN WASTE SOLUTIONS INC		
200054	NOVEMBER 2025 RECYCLING	6,140.00
200055	NOVEMBER 2025 3 YARD DUMPSTER	97.00
	VENDOR TOTAL:	6,237.00
	DIVISION TOTAL:	75,720.86
	DEPARTMENT TOTAL:	75,720.86
	FUND TOTAL:	75,885.00

Expenditure Approval Report
Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
503-WATER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
199786	UE 544 796 WARLOW	139.75
	VENDOR TOTAL:	139.75
	DIVISION TOTAL:	139.75
	DEPARTMENT TOTAL:	139.75

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
5161-ADVANCED PUMP & EQUIPMENT, INC			
	200029	RETURN PARTS	-8,076.80
		VENDOR TOTAL:	-8,076.80
1082-ARROW PRINTING AND GRAPHICS INC			
	199877	BUSINESS CARDS FOR WATER	331.00
	200044	BUSINESS CARDS - H JONES	82.00
		VENDOR TOTAL:	413.00
1211-BRENNTAG PACIFIC, INC			
	200073	CHEMICALS	15,064.50
		VENDOR TOTAL:	15,064.50
1381-CITY OF GILLETTE			
	199995	PUMP STATION #1 BULK CONSTRUCTION WATER	69.30
		VENDOR TOTAL:	69.30
4864-EDI MENDOZA			
	200074	CONCRETE	49,850.00
		VENDOR TOTAL:	49,850.00
1792-ENERGY LABORATORIES INC			
	199873	TESTING	34.50
	199874	TESTING	34.50
	199975	TESTING	786.00
	200025	TESTING	119.00
	200026	TESTING	219.00
	200027	TESTING	219.00
	200075	TESTING	345.00
		VENDOR TOTAL:	1,757.00
2028-FERGUSON ENTERPRISES LLC #3325			
	200249	WATER * HYDRANTLOK * MIKE J	1,349.50
		VENDOR TOTAL:	1,349.50

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
4895-HD SUPPLY INC		
199965	PARTS	591.39
	VENDOR TOTAL:	591.39
1450-HDR ENGINEERING INC		
200148	PUMP STATION #1 UPGRADES - DES	35,260.02
200155	30" MADISION TRANSMISSION LINE	10,771.24
	VENDOR TOTAL:	46,031.26
4447-IXOM WATERCARE INC		
200077	SUBSCRIPTION	5,500.00
	VENDOR TOTAL:	5,500.00
1919-PAINTBRUSH SEWER & DRAIN		
199966	SEPTIC PUMPING AT PINE RIDGE	577.50
	VENDOR TOTAL:	577.50
2005-PETE LIEN & SONS INC		
200042	CONCRETE	1,103.50
200043	CONCRETE	911.75
	VENDOR TOTAL:	2,015.25
3690-PRO WINDMILL INC		
199872	PEST SPRAYING AT MADISON PUMP STATION	250.00
	VENDOR TOTAL:	250.00
4962-ROCKED CO LLC		
200023	CONCRETE	500.00
	VENDOR TOTAL:	500.00
1802-SIMON CONTRACTORS		
199973	ROAD BASE	2,526.67
199974	ROAD BASE	867.36
	VENDOR TOTAL:	3,394.03
2342-TRI-STATE INDUSTRIES INC		
200256	WATER * FIBERGLASS BUILDING * COOPER	4,668.00
	VENDOR TOTAL:	4,668.00

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO		
200257	WATER * TOOL * MIKE J	294.78
	VENDOR TOTAL:	294.78
2731-WATERWORKS INDUSTRIES		
199967	PUMP	430.00
	VENDOR TOTAL:	430.00
2377-WYOMING ASSOCIATION OF RURAL WATER SYSTEMS		
200024	2025 MEMBERSHIP DUES	505.00
	VENDOR TOTAL:	505.00
	DIVISION TOTAL:	125,183.71
	DEPARTMENT TOTAL:	125,183.71
	FUND TOTAL:	125,323.46

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	199768	UE 35214 707 EXPRESS	57.51
	199769	UE 3336 500 OR	0.90
	199770	UE 36286 4412 ALISON	45.19
	199771	UE 19104 902 3RD	389.11
	199772	UE 12608 923 MOUNTAIN VIEW	63.08
	199774	UE 27664 1101 DESERT HILLS	20.44
	199775	UE 40078 2505 LEDOUX	135.34
	199776	UE 39062 4702 DARRELL	94.60
	199777	UE 16660 1700 HWY 14-16	365.10
	199778	UE 16654 1700 HWY 14-16	273.88
	199779	UE 16664 1611 6TH	366.75
	199780	UE 16666 1611 6TH	366.43
	199781	UE 27650 1101 DESERT HILLS	117.31
	199782	UE 9932 609 TRAILS	54.86
	199783	UE 12914 3506 FOOTHILLS	160.70
	199784	UE 32776 4530 RUNNING W	153.33
	199785	UE 14100 200 VALLEY	79.13
	199787	UE 11594 2400 FOOTHILLS	273.92
	199788	UE 11034 3201 ECHETA	23.12
	199789	UE 40388 2507 LEDOUX	89.02
	199790	UE 9530 532 OREGON	37.94
	199791	UE 39782 3915 ARIEL	188.86
	199792	UE 33974 5401 BENELLI	152.27
	199793	UE 11314 805 MOUNTAIN VIEW	169.74
	199794	UE 32484 4518 RUNNING W	109.35
	199795	UE 32634 4524 RUNNING W	167.93
	199796	UE 3166 305 COTTONWOOD	18.70
	199797	UE 39024 2305 JANE	63.63
	199798	UE 18950 1019 SANTEE	168.61

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
199800	UE 35166 705 EXPRESS		176.79
199801	UE 11528 2404 FOOTHILLS		15.78
199802	UE 11834 103 FOX		373.43
199803	UE 4376 2209 EMERSON		73.17
199804	UE 3824 411 TIMOTHY		73.16
199805	UE 12978 3412 FOOTHILLS		103.58
199806	UE 35122 703 EXPRESS		157.05
199807	UE 40068 2503 LEDOUX		31.85
199808	UE 14906 1503 RAWHIDE		153.27
199809	UE 3226 1803 GILLETTE		53.93
199810	UE 35332 713 EXPRESS		111.09
		VENDOR TOTAL:	5,529.85
		DIVISION TOTAL:	5,529.85
		DEPARTMENT TOTAL:	5,529.85

Expenditure Approval Report
Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1082-ARROW PRINTING AND GRAPHICS INC			
	199959	BUSINESS CARDS - D DOBITZ & M DUVALL	82.00
		VENDOR TOTAL:	82.00
5157-CODY THOMPSON			
	200031	1ST HALF FOR CHRISTMAS LIGHT INSTALLATION	9,345.00
		VENDOR TOTAL:	9,345.00
1264-MCM GENERAL CONTRACTORS			
	200122	ANNUAL TRENCHING AND BORING AG	12,261.00
		VENDOR TOTAL:	12,261.00
2033-POWDER RIVER CONSTRUCTION			
	200032	MATERIAL FOR POLE CHANGES	945.60
	200033	MATERIAL FOR POLE CHANGES	1,402.70
		VENDOR TOTAL:	2,348.30
2035-POWDER RIVER ENERGY CORPORATION			
	199950	OCTOBER 2025 69KV WHEELING	5,250.00
		VENDOR TOTAL:	5,250.00
2071-PROELECTRIC INC			
	200121	ANNUAL MISCELLANEOUS ELECTRICAL	1,756.98
		VENDOR TOTAL:	1,756.98
2127-REGULATORY COMPLIANCE SERVICES INC			
	200030	PCB MANAGEMENT SUPPORT	395.00
		VENDOR TOTAL:	395.00
1775-SCHULTE TA INC			
	200120	WESTERN TIE 69KV REBUILD	59,773.75
		VENDOR TOTAL:	59,773.75
2198-STUART C. IRBY CO			
	200124	RUBBER GOODS MAINTENANCE	1,045.65
		VENDOR TOTAL:	1,045.65
		DIVISION TOTAL:	92,257.68
		DEPARTMENT TOTAL:	92,257.68
		FUND TOTAL:	97,787.53

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	199767	UE 6468 703 VIVIAN	0.50
VENDOR TOTAL:			0.50
DIVISION TOTAL:			0.50
DEPARTMENT TOTAL:			0.50

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
199824	UNIFORM CLEANING	160.06
199834	UNIFORM CLEANING	160.06
199835	RUG CLEANING	4.83
199840	UNIFORM CLEANING	160.06
	VENDOR TOTAL:	485.01
4918-BIOLOGICAL CONSULTING SERVICES OF		
199949	TESTING	7,080.00
	VENDOR TOTAL:	7,080.00
3904-CBH CO-OP		
200216	WASTEWATER * DIESEL	2,248.43
	VENDOR TOTAL:	2,248.43
1792-ENERGY LABORATORIES INC		
199951	TESTING	34.80
199952	TESTING	209.10
199962	TESTING	77.70
199984	TESTING	3,425.60
200035	TESTING	142.50
	VENDOR TOTAL:	3,889.70
1892-FRANDSON SAFETY INC		
200036	MULTI-GAS MONITOR CALIBRATION	140.00
	VENDOR TOTAL:	140.00
1450-HDR ENGINEERING INC		
200160	WWTF HEADWORKS IMPROVEMENTS PR	2,310.03
	VENDOR TOTAL:	2,310.03
1549-HILLCREST SPRING WATER INC		
199978	DISTILLED WATER	187.50
	VENDOR TOTAL:	187.50

Expenditure Approval Report
Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1589-HOT IRON			
	200127	BOXELDER LIFT STATION IMPROVEM	77,289.53
		VENDOR TOTAL:	77,289.53
4239-JOSE GUERRERO			
	199871	REPAIRS TO HAND RAIL	684.00
		VENDOR TOTAL:	684.00
1116-LOWE ROOFING INC			
	199985	REPAIR LEAK ON RAS BLOWER UNIT	1,119.84
		VENDOR TOTAL:	1,119.84
5118-MANDROS PAINTING INC			
	199979	WWTP DIGESTER PAINTING	5,760.00
	199980	WWTP DIGESTER PAINTING	105,910.00
	199981	WWTP DIGESTER PAINTING	12,915.00
		VENDOR TOTAL:	124,585.00
4460-MATCOR, INC			
	200118	BOXELDER LIFT STATION IMPROVEM	6,937.94
		VENDOR TOTAL:	6,937.94
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	199947	HAVC REPAIRS	2,084.82
	199948	HVAC REPAIRS	1,349.87
	199963	HVAC REPAIRS	280.00
	199982	HVAC REPAIRS	210.00
	199983	REPAIR ROOF AT WWTP ADMIN BUILDING	308.00
		VENDOR TOTAL:	4,232.69
2114-RAILROAD MANAGEMENT CO LLC			
	199986	LICENSE FEES - 12" SEWER PIPELINE CROSSING	458.76
	199987	LICENSE FEES - 15" SEWER PIPELINE CROSSING	8,380.42
		VENDOR TOTAL:	8,839.18

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1779-SECURITY STATE BANK			
	200187	BOXELDER LIFT STATION IMPROVEM	4,067.87
		VENDOR TOTAL:	4,067.87
		DIVISION TOTAL:	244,096.72
		DEPARTMENT TOTAL:	244,096.72
		FUND TOTAL:	244,097.22

Expenditure Approval Report
Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
506-FIBER FUND			
70-UTILITIES			
78-FIBER			
1684-DRM INC			
199977		BORE WORK	5,792.00
		VENDOR TOTAL:	5,792.00
		DIVISION TOTAL:	5,792.00
		DEPARTMENT TOTAL:	5,792.00
		FUND TOTAL:	5,792.00

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1040-ALSCO		
199822	RUG CLEANING	47.31
199825	RUG CLEANING	62.34
199832	RUG CLEANING	47.31
199860	RUG CLEANING	62.34
199862	RUG CLEANING	47.31
199865	RUG CLEANING	62.34
	VENDOR TOTAL:	328.95
1397-COLLINS COMMUNICATIONS INC		
199945	HVAC REPAIRS HEATED VEHICLE STORAGE	270.00
	VENDOR TOTAL:	270.00
1919-PAINTBRUSH SEWER & DRAIN		
200056	CLEAN SUMPS IN WASH BAY	1,650.00
	VENDOR TOTAL:	1,650.00
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
199944	WAREHOUSE HVAC PM'S	955.09
200016	HEATED VEHICLE STORAGE HVAC PM'S	1,942.09
	VENDOR TOTAL:	2,897.18
2116-RAPID FIRE PROTECTION INC		
200052	FIRE ALARM INSPECTION AT WASTE WATER	1,331.00
	VENDOR TOTAL:	1,331.00
	DIVISION TOTAL:	6,477.13
	DEPARTMENT TOTAL:	6,477.13
	FUND TOTAL:	6,477.13

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1042-AM SIGNAL LLC		
200189	TRAFFIC SAFETY INVENTORY	15,428.90
	VENDOR TOTAL:	15,428.90
1447-ANIXTER POWER SOLUTIONS		
200190	ELECTRICAL INVENTORY	33,788.16
200191	ELECTRICAL INVENTORY	167.56
200192	ELECTRICAL INVENTORY	1,430.00
200193	ELECTRICAL INVENTORY	335.49
200194	ELECTRICAL INVENTORY	2,567.00
200195	ELECTRICAL WAREHOUSE INVENTOEY/PROJECT REQ TRAVIS	400.20
200198	ELECTRICAL INVENTORY	1,245.24
200199	ELECTRICAL INVENTORY	1,420.00
200200	ELECTRICAL INVENTORY	138.36
200201	ELECTRICAL INVENTORY	835.38
200202	ELECTRICAL INVENTORY	467.88
200206	ELECTRICAL INVENTORY	3.60
200207	ELECTRICAL INVENTORY	1,216.00
	VENDOR TOTAL:	44,014.87
1197-BORDER STATES ELECTRIC		
200211	ELECTRICAL WAREHOUSE INVENTORY	1,713.34
200212	ELECTRICAL WAREHOUSE INVENTORY	505.56
200213	ELECTRICAL WAREHOUSE INVENTORY	575.79
200214	ELECTRICAL WAREHOUSE INVENTORY	228.25
200215	WATER WAREHOUSE	137.88
	VENDOR TOTAL:	3,160.82
1407-COMPASSCOM SOFTWARE		
200218	VEHICLE MAINTANCE WAREHOUSE	2,813.38
	VENDOR TOTAL:	2,813.38

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
2852-CORE & MAIN		
200223	WATER WAREHOUSE INVENTORY	3,395.86
	VENDOR TOTAL:	3,395.86
1464-CRESCENT ELECTRIC SUPPLY		
200224	ELECTRICAL WAREHOUSE INVENTORY	1,638.68
	VENDOR TOTAL:	1,638.68
1519-CRUM ELECTRIC SUPPLY COMPANY		
200225	ELECTRICAL WAREHOUSE INVENTORY	59.94
200226	ELECTRICAL INVENTORY	944.97
200227	ELECTRICAL INVENTORY	25.00
200228	ELECTRICAL INVENTORY	29.40
	VENDOR TOTAL:	1,059.31
1422-GILLETTE CONTRACTORS SUPPLY INC		
200219	STREETS INVENTORY	813.00
200220	WATER INVENTORY	400.71
200221	WATER WAREHOUSE INVENTORY	16.68
200222	PARKS WAREHOUSE INVENTORY	32.61
	VENDOR TOTAL:	1,263.00
1479-NEWMAN SIGNS INC		
200238	TRAFFIC INVENTORY	1,890.00
	VENDOR TOTAL:	1,890.00
1511-NORCO INC		
200240	ELECTRICAL WAREHOUSE INVENTORY	132.00
200242	PARKS WAREHOUSE INVENTORY	217.41
	VENDOR TOTAL:	349.41
5078-PARTSONE LLC		
200245	VEHICLE MAINTANCE WAREHOUSE	27.96
200246	VEHICLE MAINTANCE WAREHOUSE	55.92
200247	VEHICLE MAINTENANCE WAREHOUSE INVENTORY	79.12

Expenditure Approval Report
Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
5078-PARTSONE LLC			
	200248	VEHICLE MAINTANCE WAREHOUSE	74.97
		VENDOR TOTAL:	237.97
2198-STUART C. IRBY CO			
	200278	ELECTRICAL INVENTORY	635.36
		VENDOR TOTAL:	635.36
4424-TMMI, LLC			
	200255	ELECTRICAL INVENTORY	4,151.92
		VENDOR TOTAL:	4,151.92
3014-UNITED CENTRAL INDUSTRIAL SUPPLY CO			
	200258	ELECTRICAL INVENTORY	196.20
		VENDOR TOTAL:	196.20
2731-WATERWORKS INDUSTRIES			
	200259	WATER WAREHOUSE INVENTORY	700.00
	200260	WATER WAREHOUSE INVENTORY	269.66
	200261	WASTEWATER WAREHOUSE	20.00
		VENDOR TOTAL:	989.66
2289-WESCO DISTRIBUTION INC			
	200263	ELECTRICAL INVENTORY * WESTERN TIE PROJECT * MICK	25,704.00
	200264	ELECTRICAL INVENTORY * WESTERN TIE PROJECT * MICK	31,887.00
	200265	SAFETY INVENTORY	4.50
	200266	ELECTRICAL WAREHOUSE INVENTORY	1,504.00
	200267	ELECTRICAL WAREHOUSE INVENTORY	960.00
	200268	ELECTRICAL WAREHOUSE INVENTORY	480.00
	200269	ELECTRICAL INVENTORY	334.80
	200270	ELECTRICAL INVENTORY	2,106.00
	200271	ELECTRICAL WAREHOUSE INVENTORY	26.00
	200272	ELECTRICAL WAREHOUSE INVENTORY	13.00
		VENDOR TOTAL:	63,019.30

Expenditure Approval Report
Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
2410-XYLEM WATER SOLUTIONS USA INC		
200277	WASTEWATER WAREHOUSE INVENTORY	5,916.00
	VENDOR TOTAL:	5,916.00
	DIVISION TOTAL:	150,160.64
	DEPARTMENT TOTAL:	150,160.64

Expenditure Approval Report
Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	199830	UNIFORM CLEANING	30.15
	199841	RUG CLEANING	30.15
		VENDOR TOTAL:	60.30
		DIVISION TOTAL:	60.30
		DEPARTMENT TOTAL:	60.30
		FUND TOTAL:	150,220.94

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
00-UNDEFINED			
00-UNDEFINED			
4320-ECOVERSE INDUSTRIES, LTD			
200229	VM		536.43
200230	VM		494.06
200231	VM		373.91
VENDOR TOTAL:			1,404.40
3398-JACK'S TRUCK CENTER INC			
200234	VM INVENTORY		27.97
200235	VM INVENTORY		4.35
200236	VM INVENTORY		23.80
VENDOR TOTAL:			56.12
5078-PARTSONE LLC			
200244	VM INVENTORY		16.80
VENDOR TOTAL:			16.80
DIVISION TOTAL:			1,477.32
DEPARTMENT TOTAL:			1,477.32

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1040-ALSCO		
199829	UNIFORM CLEANING	127.79
199839	UNIFORM CLEANING	127.79
200079	UNIFORM CLEANING	127.79
	VENDOR TOTAL:	383.37
1167-BIG HORN TIRE INC		
199927	TIRES	705.88
199928	tires	5,148.28
199929	TIRE REPAIR	163.00
200013	TIRE REPAIR	66.70
200014	TIRE	66.70
200015	TIRES	698.00
	VENDOR TOTAL:	6,848.56
1171-BIGHORN HYDRAULICS INC		
199943	PARTS	103.57
200004	PARTS	20.00
	VENDOR TOTAL:	123.57
5079-C & K EQUIPMENT SALES, INC.		
200012	PARTS	94.40
	VENDOR TOTAL:	94.40
2677-CENTRAL TRUCK & DIESEL INC		
199940	PARTS	122.45
	VENDOR TOTAL:	122.45
4909-COULTER WEST		
199923	POLICE REAR DECAL	20.00
199924	REMOV AND INSTALL DECAL	920.00
	VENDOR TOTAL:	940.00
1525-CUMMINS ROCKY MOUNTAIN INC		
200005	REPAIRS	12,839.21
200006	PARTS	104.66

Expenditure Approval Report
Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
	VENDOR TOTAL:	12,943.87
2514-DEQ-SHWM DIV/STORAGE TANK PRGM		
200007	2026 TANK FEES	400.00
	VENDOR TOTAL:	400.00
1860-FIRST CLASS AUTO		
199941	REPAIRS	3,606.32
199942	REPAIRS	1,749.28
200009	REPAIRS	2,366.05
	VENDOR TOTAL:	7,721.65
2645-GREINER MOTOR COMPANY		
199936	PARTS	107.41
199937	PARTS	195.60
200080	PARTS	1,331.98
200081	PARTS	65.46
200082	PARTS	211.56
200083	PARTS	218.66
200084	PARTS	176.57
	VENDOR TOTAL:	2,307.24
4128-GROSSENBURG IMPLEMENT INCORPORATED		
199926	PARTS	160.54
	VENDOR TOTAL:	160.54
4462-JOE JOHNSON EQUIPMENT, LLC		
199925	PARTS	309.87
	VENDOR TOTAL:	309.87
5555-MISC EMPLOYEE VENDOR		
200096	FY 25/26 2ND QTR TOOL ALLOWANCE	285.12
200097	FY 25/26 2ND QTR TOOL ALLOWANCE	300.00
200098	FY 25/26 2ND QTR TOOL ALLOWANCE	300.00
200099	FY 25/26 2ND QTR TOOL ALLOWANCE	300.00
200100	FY 25/26 2ND QTR TOOL ALLOWANCE	300.00

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
55555-MISC EMPLOYEE VENDOR		
200101	FY 25/26 2ND QTR TOOL ALLOWANCE	300.00
	VENDOR TOTAL:	1,785.12
3983-MOUNTAIN PEAKS DIAGNOSTICS, LLC		
200003	PARTS	83.80
	VENDOR TOTAL:	83.80
2563-PACIFIC HIDE & FUR DEPOT		
200008	FLAT IRON	64.89
	VENDOR TOTAL:	64.89
5078-PARTSONE LLC		
199903	PARTS	51.71
199904	PARTS	14.95
199905	PARTS	570.33
199906	PARTS	317.51
199907	PARTS	64.00
199908	PARTS	10.90
199909	PARTS	33.30
199910	PARTS	10.27
199911	PARTS	74.69
199912	PARTS	14.62
199913	PARTS	24.08
199914	PARTS	47.00
199915	PARTS	15.96
199916	PARTS	79.96
199917	PARTS	74.97
199918	RETURN PARTS	-15.87
199919	PARTS	44.09
199920	PARTS	74.97
199998	PARTS	22.53

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
5078-PARTSONE LLC		
199999	PARTS	230.95
200000	PARTS	312.84
200001	PARTS	52.95
	VENDOR TOTAL:	2,126.71
2315-THUNDER BASIN FORD LLC		
199938	PARTS	54.27
199939	PARTS	38.17
200011	REPAIRS	4,030.21
	VENDOR TOTAL:	4,122.65
2309-WHITE'S FRONTIER MOTORS		
199930	REPAIRS	130.80
199931	PARTS	70.72
199932	PARTS	300.83
199933	PARTS	70.72
199934	PARTS	70.72
200010	PARTS	1,192.50
	VENDOR TOTAL:	1,836.29
	DIVISION TOTAL:	42,374.98
	DEPARTMENT TOTAL:	42,374.98
	FUND TOTAL:	43,852.30

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1909-G AND G LANDSCAPING INC			
	199875	4J RETAINING WALL REPAIR	1,200.00
		VENDOR TOTAL:	1,200.00
		DIVISION TOTAL:	1,200.00
		DEPARTMENT TOTAL:	1,200.00
		FUND TOTAL:	1,200.00
		GRAND TOTAL:	2,692,043.44

Expenditure Approval Report

Check Approval Date of 12/03/2025



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
1477-CROELL INC			
	199821	SALES TAX REFUND PAID ON ELECTRIC ACCOUNT	1,773.36
		VENDOR TOTAL:	1,773.36
		DIVISION TOTAL:	1,773.36
		DEPARTMENT TOTAL:	1,773.36
		FUND TOTAL:	1,773.36
		GRAND TOTAL:	1,773.36

Expenditure Approval Report

Check Approval Date of 12/05/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
40-PD ADMINISTRATION			
2971-STATE OF WYOMING			
	199859	APPLICAITON - M MACIAS	10.00
		VENDOR TOTAL:	10.00
		DIVISION TOTAL:	10.00
		DEPARTMENT TOTAL:	10.00
		FUND TOTAL:	10.00
		GRAND TOTAL:	10.00

Expenditure Approval Report

Check Approval Date of 12/08/2025



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
200020		RETAINAGE RELEASE	12,487.75
		VENDOR TOTAL:	12,487.75
		DIVISION TOTAL:	12,487.75
		DEPARTMENT TOTAL:	12,487.75

Expenditure Approval Report

Check Approval Date of 12/08/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
1381-CITY OF GILLETTE			
	199968	FINAL ELECTRIC AND WATER BILLING FOR VELOCITY	13,055.40
		VENDOR TOTAL:	13,055.40
		DIVISION TOTAL:	13,055.40
		DEPARTMENT TOTAL:	13,055.40
		FUND TOTAL:	25,543.15

Expenditure Approval Report

Check Approval Date of 12/08/2025



	Invoice Number	Invoice Description	Amount
201-1% FUND			
00-UNDEFINED			
00-UNDEFINED			
1995-HARDRIVES CONSTRUCTION INC			
	199956	RETAINAGE RELEASE	19,393.77
		VENDOR TOTAL:	19,393.77
1802-SIMON CONTRACTORS			
	199957	RETAINAGE RELEASE	58,469.70
		VENDOR TOTAL:	58,469.70
4960-Z AND Z SEAL COATING			
	199958	RETAINAGE RELEASE	9,090.68
		VENDOR TOTAL:	9,090.68
		DIVISION TOTAL:	86,954.15
		DEPARTMENT TOTAL:	86,954.15
		FUND TOTAL:	86,954.15

Expenditure Approval Report

Check Approval Date of 12/08/2025



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1381-CITY OF GILLETTE			
199969		ELECTRIC AND WATER	3,982.99
199970		ELECTRIC AND WATER	4,259.72
199971		ELECTRIC AND WATER	4,505.85
199972		ELECTRIC AND WATER	4,364.17
		VENDOR TOTAL:	17,112.73
		DIVISION TOTAL:	17,112.73
		DEPARTMENT TOTAL:	17,112.73
		FUND TOTAL:	17,112.73
		GRAND TOTAL:	129,610.03

Expenditure Approval Report
Check Approval Date of 11/30/2025



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
199819		WEEKLY CLAIMS	861.33
		VENDOR TOTAL:	861.33
		DIVISION TOTAL:	861.33
		DEPARTMENT TOTAL:	861.33
		FUND TOTAL:	861.33

Expenditure Approval Report
Check Approval Date of 11/30/2025



Invoice Number	Invoice Description	Amount
504-POWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
199820	OCTOBER 2025 SALES AND USE TAX	90,769.15
	VENDOR TOTAL:	90,769.15
	DIVISION TOTAL:	90,769.15
	DEPARTMENT TOTAL:	90,769.15

Expenditure Approval Report

Check Approval Date of 11/30/2025



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2493-BLACK HILLS POWER & LIGHT			
	199812	OCTOBER 2025 WYGEN III CAPITAL AND O&M	226,017.63
	199813	OCTOBER 2025 CTII ENERGY	50,601.14
	199814	OCTOBER 2025 WYGENIII ANCILLARY	718,516.10
	199815	OCTOBER 2025 TRANSMISSION	254,507.16
		VENDOR TOTAL:	1,249,642.03
2697-BLACK HILLS WYOMING LLC			
	199816	OCTOBER 2025 CTII CAPITAL AND O&M	300,949.82
	199817	OCTOBER 2025 CTII ENERGY	243,429.53
		VENDOR TOTAL:	544,379.35
3004-DEPARTMENT OF ENERGY			
	199818	OCTOBER 2025 ENERGY	63,032.86
		VENDOR TOTAL:	63,032.86
		DIVISION TOTAL:	1,857,054.24
		DEPARTMENT TOTAL:	1,857,054.24
		FUND TOTAL:	1,947,823.39

Expenditure Approval Report

Check Approval Date of 11/30/2025



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	199820	OCTOBER 2025 SALES AND USE TAX	359.97
		VENDOR TOTAL:	359.97
		DIVISION TOTAL:	359.97
		DEPARTMENT TOTAL:	359.97
		FUND TOTAL:	359.97
		GRAND TOTAL:	1,949,044.69

Expenditure Approval Report

Check Approval Date of 12/08/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
5051-HEALTHEQUITY, INC.			
	200104	WEEKLY CLAIMS	4,266.96
	200105	HRS/FSA DEDUCTION INVOICE	888.57
		VENDOR TOTAL:	5,155.53
2435-WYOMING STATE			
	200107	NOVEMBER 2025 SALES AND USE TAX	1.25
		VENDOR TOTAL:	1.25
		DIVISION TOTAL:	5,156.78
		DEPARTMENT TOTAL:	5,156.78
		FUND TOTAL:	5,156.78

Expenditure Approval Report

Check Approval Date of 12/08/2025



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
200107		NOVEMBER 2025 SALES AND USE TAX	106,077.58
		VENDOR TOTAL:	106,077.58
		DIVISION TOTAL:	106,077.58
		DEPARTMENT TOTAL:	106,077.58

Expenditure Approval Report

Check Approval Date of 12/08/2025



Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2697-BLACK HILLS WYOMING LLC		
200103	DECEMBER 2025 CTII GROUND LEASE	4,505.36
	VENDOR TOTAL:	4,505.36
2288-WELLS FARGO BANK		
200109	WYGEN III TRUSTEE FEES	2,000.00
	VENDOR TOTAL:	2,000.00
2365-WYODAK RESOURCES DEVELOPMENT CORP		
200106	DECEMBER 2025 WYGEN III GROUND LEASE	45,396.56
	VENDOR TOTAL:	45,396.56
	DIVISION TOTAL:	51,901.92
	DEPARTMENT TOTAL:	51,901.92
	FUND TOTAL:	157,979.50

Expenditure Approval Report
Check Approval Date of 12/08/2025



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
00-UNDEFINED		
00-UNDEFINED		
2435-WYOMING STATE		
200107	NOVEMBER 2025 SALES AND USE TAX	131.43
	VENDOR TOTAL:	131.43
	DIVISION TOTAL:	131.43
	DEPARTMENT TOTAL:	131.43
	FUND TOTAL:	131.43

Expenditure Approval Report

Check Approval Date of 12/08/2025



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
200110	NOVEMBER 2025 ADMIN FEES AND STOP/LOSS		106,521.60
200111	PRESCRIPTION DRUG COSTS, WEEKLY CLAIMS, COTIVITI		91,414.09
200112	PRESCRIPTION DRUGS COSTS, WEEKLY CLAIMS, COTIVITI		82,942.56
		VENDOR TOTAL:	280,878.25
5051-HEALTHEQUITY, INC.			
200113	DECEMBER 2025 ADMIN FEES		253.50
		VENDOR TOTAL:	253.50
		DIVISION TOTAL:	281,131.75
		DEPARTMENT TOTAL:	281,131.75
		FUND TOTAL:	281,131.75
		GRAND TOTAL:	444,399.46



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Mayor Lundvall - \$138,186.40

Travel Reimbursement - \$869.53

S & S Builders - Pump Station #1 Upgrades - \$130,451.03

First National Bank - Pump Station #1 Upgrades (Retainage) - \$6,865.84

SUGGESTED ACTION:

I move for the approval of the conflict claims for Mayor Lundvall.

CASE BACKGROUND:

Travel Reimbursement - \$869.53

S & S Builders - Pump Station #1 Upgrades - \$130,451.03

First National Bank - Pump Station #1 Upgrades (Retainage) - \$6,865.84

STAFF REFERENCE:

Michelle Henderson, Finance Director

ATTACHMENTS:

[Conflict Claims](#)

Expenditure Approval Report

Check Approval Date of 12/16/2025



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
55555-MISC EMPLOYEE VENDOR			
	200102	TRAVEL REIMBURSEMENT	869.53
		VENDOR TOTAL:	869.53
		DIVISION TOTAL:	869.53
		DEPARTMENT TOTAL:	869.53
		FUND TOTAL:	869.53

Expenditure Approval Report

Check Approval Date of 12/16/2025



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1864-FIRST NATIONAL BANK OF GILLETTE		
200126	PUMP STATION #1 UPGRADES (RETA	6,865.84
	VENDOR TOTAL:	6,865.84
1493-S & S BUILDERS		
200125	PUMP STATION #1 UPGRADES	130,451.03
	VENDOR TOTAL:	130,451.03
	DIVISION TOTAL:	137,316.87
	DEPARTMENT TOTAL:	137,316.87
	FUND TOTAL:	137,316.87
	GRAND TOTAL:	138,186.40



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **December 16, 2025**

TITLE:

Dalbey Park Master Plan Improvements Study

STAFF REFERENCE:

Ry Muzzarelli, Development Services Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **December 16, 2025**

TITLE:

Council Consideration for the Acceptance of the Financial Audit Report Prepared by Bennett, Weber & Hermstad, LLP, for the Fiscal Year Ended June 30, 2025.

SUGGESTED ACTION:

I move to Accept the Financial Audit Report Prepared by Bennett, Weber & Hermstad, LLP, for the Fiscal Year Ended June 30, 2025.

CASE BACKGROUND:

The accounting firm of Bennett, Weber & Hermstad, LLP, has completed the Financial Audit Report for the Fiscal Year ended June 30, 2025. An overview of the report was provided by Ryan Gemar and Brandon Larson of Bennett, Weber & Hermstad, LLP, at the Audit Committee meeting on December 15, 2025. An overview was also provided to the entire City Council during the regular Council Meeting on December 16, 2025.

STAFF REFERENCE:

Michelle Henderson, Finance Director



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Council Consideration for the Acceptance of Public Improvements for the Arlington Court Drainage Access Project, Installed by Hladky Construction, in the Amount of \$185,578.80 (1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of Public Improvements for the Arlington Court Drainage Access Project, Installed by Hladky Construction, in the Amount of \$185,578.80 (1% Project).

PROJECT NUMBER:

25EN13

CASE BACKGROUND:

This project provided drainage improvements to the Arlington Court drainage channel (see attached Arlington Project map) and placed a new drainage structure in a detention pond just west of Cottonwood Park (see attached Bid Alternate 1 map).

For the Arlington Court drainage improvements, the current access for cleaning and maintaining the drainage channel was limited and difficult. The improvements included extending the existing inlet pipes, constructing a new concrete storm drain structure and constructing a new ramp to gain better access to the existing low flow channel for cleaning. Access improvements included upgrading the existing sidewalk and boulevard areas for maintenance equipment to reach the channel. This will allow the Street Division maintenance crews to more easily and safely access and clean debris in the entire length of the channel.

The project also awarded bid alternate 1, which added a storm drainage structure in a detention pond (west of Cottonwood Park) to help alleviate flooding along 4-J Road during intense storms. The improvements included constructing a new concrete drainage structure (similar to a storm drain inlet box) within the existing detention pond located south of Boxelder Road and west of the Campbell County Detention Center. Adding the additional drainage structure will help restrict flows exiting the ponds, thus slowing the flow of storm water into the Cottonwood Park area, which has a significant amount of water during large rain events.

This project was fully funded with the Optional 1% Sales Tax Fund allocated within FY2025.

BUDGET:

The project was awarded in the amount of \$200,266.80 with 1 change order executed with the project.

Change order 1 - decrease of (\$14,688.00) - reconcile of final quantities

The final cost of the project is \$185,578.80

ACTUAL COST VS BUDGET:

Cost: \$185,578.80 , Budgeted Amount: \$225,000.00

STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Arlington Project Map](#)

[Bid Alternate 1 map](#)

[Certificate of Substantial Completion](#)

[Certificate of Final Completion](#)

[Affidavit](#)

[Warranty](#)

ARLINGTON COURT DRAINAGE ACCESS PROJECT PROJECT # 25EN13

**THUNDER BASIN
HIGH SCHOOL**

PROJECT AREA



February 12, 2025
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

0 100 200
Feet

Productivity Service With P.R.I.D.E. Enthusiasm
Responsibility Integrity Perfection

BOXELDER DRAINAGE POND

CAMPBELL COUNTY
DETENTION CENTER

ALTERNATE 1
PROJECT AREA

COTTONWOOD
PARK



February 19, 2025
CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

0 240 480
Feet

Productivity Service With P.R.I.D.E. Enthusiasm
Responsibility Integrity Perseverance

CITY OF GILLETTE
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Arlington Court Drainage Access Improvements

Project No.: 25EN13

Date of Contract: March 5, 2025

Owner: City of Gillette

Contractor: Hladky Construction

This Certificate of Substantial Completion applies to:

 X All Work under the Contract Documents:

 The following specified portions:

November 12, 2025
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared except as stated below.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

 Amended Responsibilities
 X Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Substantial Completion Walk Through Correction List dated November 12, 2025

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

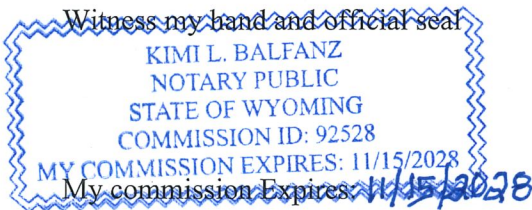
DATED this 12TH day of NOVEMBER, 2025

Hladky Construction

[Signature] PRESIDENT
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by SCOTT HEIBULT,
this 12th day of NOVEMBER, 2025



[Signature]
Notary Public

CITY OF GILLETTE

Shay Lundvall, Mayor

Date

(SEAL)
ATTEST:

Alicia Allen, City Clerk

CITY OF GILLETTE CERTIFICATE OF FINAL COMPLETION

Project: Arlington Court Drainage Access Improvements

Project No.: 25EN13

Date of Contract: March 5, 2025

Owner: City of Gillette

Contractor: Hladky Construction

Engineer: KLJ Engineering, LLC

This Certificate of Final Completion applies to:

X All Work under the Contract Documents:

 The following specified portions:

November 25, 2025
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.

DATED this 26th day of November, 2025

Hladky Construction
CONTRACTOR

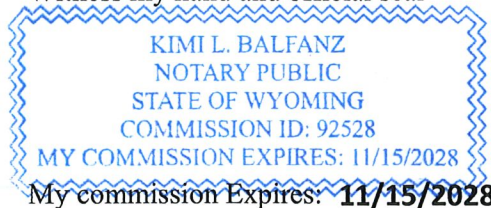
 **President**
SIGNATURE TITLE

STATE OF WYOMING }
 }
 COUNTY OF CAMPBELL }

SS

The foregoing instrument was acknowledged before me by Scott Heibult,
 this 26th day of November, 2025.

Witness my hand and official seal



My commission Expires: 11/15/2028

Kimi L. Balfanz
 Notary Public

CITY OF GILLETTE

 Shay Lundvall, Mayor

 Date

(S E A L)
 ATTEST:

 Alicia Allen, City Clerk

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: November 25, 2025

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Hladky Construction the Contractor, dated March 5, 2025.

For the Arlington Court Drainage Access Improvements – 25EN13 Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contact.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

Hladky Construction
Contractor
1100 N Gurley Avenue
Address
Gillette
City
Wyoming
State
82716
Zip Code

11/26/2025

Date

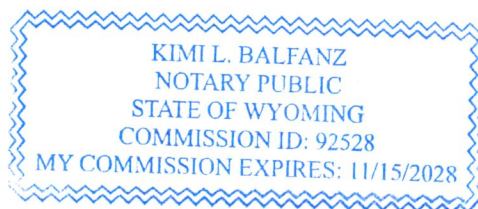
[Signature]
Signed by

President
Title

Subscribed and sworn to before me this 26th day of November, 2025.

[Signature]
Notary Public

My Commission Expires: 11/15/2028



WARRANTY

(Contractor)

Hladky Construction hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the **Arlington Court Drainage Access Improvements, City Project No. 25EN13** FOR A PERIOD OF **ONE YEAR** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of **one year** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to CONTRACTOR that the City of Gillette intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by registered mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of CONTRACTOR shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the one year period specified above if the City sent notice as provided above within the one year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the one year period.

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for the Arlington Court Drainage Access Improvements, City Project No. 25EN13.

DATED this 26th day of November, 2025.

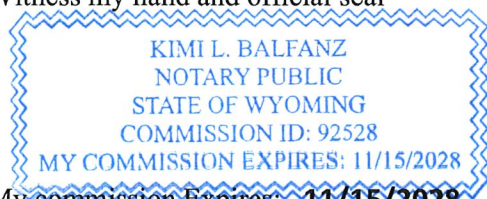
Hladky Construction
CONTRACTOR

[Signature] **President**
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Scott Heibult,
this 26th day of November, 2025

Witness my hand and official seal



My commission Expires: **11/15/2028**

[Signature]
Notary Public

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Council Consideration for the Acceptance of the Heated Vehicle Storage Roof Restoration Project, Completed by Raisley Painting LLC in the amount of \$243,760.00.

SUGGESTED ACTION:

I move for the Acceptance of the Heated Vehicle Storage Roof Restoration Project Completed by Raisley Painting LLC. in the amount of \$243,760.00.

PROJECT NUMBER:

24FM04

CASE BACKGROUND:

The Heated Vehicle Storage Roof Restoration Project Includes:
Clean Roof, tighten or replace fasteners, coat all seams and fasteners with Temco Solargard Seam Sealer. Apply two-part Solargard 6083. Provide 2-year contractor warranty, and 12-year Manufacture's warranty.

Bids:

Funds for the project were approved in the 2024/2025 Budge in the amount of \$250,000.00

This project was in the 1st quarter budget carryover amendment.

Estimated Start Date: August 2025

Estimated Completion Date: October 2025

ACTUAL COST VS BUDGET:

Actual Cost is \$243,760.00 vs. Budgeted Cost of \$250,000.00

STAFF REFERENCE:

Sawley Wilde, Public Works Director

ATTACHMENTS:

[Raisley Certificate of Completion](#)

**CITY OF GILLETTE
CERTIFICATE OF FINAL COMPLETION**

Project Name: Heated Vehicle Storage

Project No.: _____

Date of Contract: _____

Owner: City of Gillette

Contractor: Raisley Painting LLC

Engineer: _____

This Certificate of Final Completion applies to:

 AK

All Work under the Contract Documents:

 The following specified portions:

10-2-25

Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-116, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate.

DATED this 3rd day of November, 2015

Raisley Painting LLC
CONTRACTOR (COMPANY NAME)

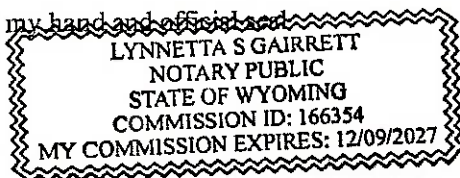
[Signature]
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL }

SS

The foregoing instrument, was acknowledged before me by Travis Rainey,
this 3rd day of November, 2025

Witness my hand and official seal



Lynnetta Gairrett
Notary Public

My commission Expires: 12/09/2027

CITY OF GILLETTE

(Name), Mayor

Date

(SEAL)
ATTEST:

(Name), City Clerk

WARRANTY

(Contractor)

 hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all proj improvements including materials, equipment and workmanship on the ~~Handwritten text~~ FOR A PERIOD OF One Year FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of Supplementary Condition 13.07 have been met.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of ONE YEAR is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to CONTRACTOR that the City of Gillette intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by registered mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of CONTRACTOR shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the one year period specified above if the City sent notice as provided above within the one year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the one year period.

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for city of Gillette

DATED this 3rd day of November, 2015

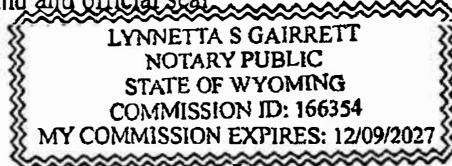
Raisley Painting LLC
CONTRACTOR (COMPANY NAME)

[Signature]
SIGNATURE (TITLE)

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

The foregoing instrument, was acknowledged before me by Travis Rawley
this 3rd day of November, 2015

Witness my hand and official seal



[Signature]
Notary Public

My commission Expires: 12/09/2027

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Council Consideration for the Acceptance of the Donkey Creek Flood Study Final Report, Prepared by WWC Engineering, in the Amount of \$250,000.00 (FEMA grant and 1% Project).

SUGGESTED ACTION:

I move for Approval of the Acceptance of the Donkey Creek Flood Study Final Report, Prepared by WWC Engineering, in the Amount of \$250,000.00 (FEMA grant and 1% Project).

PROJECT NUMBER:

23EN04

CASE BACKGROUND:

BACKGROUND: This Donkey Creek Drainage Study evaluated flood risks and drainage concerns in the Donkey Creek watershed to help the City of Gillette, Wyoming, improve flood resilience, enhance water quality at Dalbey Park Lake, and guide long-term stormwater management. The Study was completed in two phases to build on earlier findings and expand the scope of analysis, with this Study being Phase 2.

The first Study conducted in early 2022, focused solely on flood risks at Dalbey Memorial Park and immediately surrounding residential and commercial areas. The assessment recommended a broader study (phase 2) of upstream and adjacent drainage areas, which ultimately led to securing FEMA BRIC grant funding for the comprehensive effort with this overall final study.

The final report that was just completed, evaluated and documented the entirety of the Donkey Creek Drainage as it intersects Gillette City Limits upstream of Dalbey Memorial Park (see the attached map). Approximately 150 drainage concerns were identified through stakeholder meetings, public engagement, and site evaluations. Hydrologic and hydraulic models were developed to evaluate existing conditions and system performance. Findings were compiled into this report to prioritize mitigation projects and guide future planning. In general, the findings were developed through a combination of intensive public outreach, stakeholder collaboration among city departments, outside agencies such as the Campbell County Conservation District and advanced computer modeling.

WHY NEEDED: This Study documents drainage concerns and problem areas identified by the public, City of Gillette (City) staff, and from stormwater modeling efforts, to provide recommended projects intended to address the most significant issues. Drainage and flooding concerns are not static and will evolve over time as the City continues to develop. The results and recommendations provided in this report will guide future stormwater mitigation efforts, external funding application and contribute to appropriate and efficient allocation of City of Gillette funds.

MAJOR PROJECT RECOMMENDATIONS: The Study identified several priority projects designed to reduce flooding, improve water quality, and enhance community resilience, including:

- Dalbey Park Lake Improvements: Upgrade spillway and embankment, add constructed wetlands, and improve water quality.
- Birch Avenue Crossing Improvements: Raise roadway and upsize culverts to reduce roadway overtopping.
- Donkey Creek Channel Maintenance: Annual cattail and sediment removal, easement or property acquisition, and debris management to maintain flow capacity.
- Cottonwood Park & Sage Bluffs Park Detention: Increase detention capacity and upsize connecting storm sewer to prevent 4-J Road flooding.
- Albertsons & Perkins Parking Lot Crossing: Work collaboratively with private property owners to modify ditch crossings, improve flood conveyance, and reduce localized flooding.

OTHER RECOMENDATIONS: During this Study, approximately 150 drainage concerns were identified through meetings with seven of the City's maintenance divisions, three public meetings, an online survey, onsite meetings with residents, and meetings with the Campbell County Conservation District. This Study also modeled the existing conditions of the City's entire stormwater system to identify additional drainage concerns. In addition to the major projects recommended above, these concerns are recorded and documented in the final report with recommended mitigation strategies.

This Final Study recommends implementing improvements in phases, beginning upstream and progressing downstream to optimize flood management. A long-term stormwater model-sharing plan is proposed to maintain and update the City's hydrologic model for future use. Furthermore, a Physical Map Revision (PMR), which serves as a formal update to FEMA-designated floodplain boundaries, is recommended following the completion of major mitigation projects. Together, these actions provide a long-term roadmap for enhancing flood resilience, protecting public safety, and supporting sustainable development within the Donkey Creek watershed.

FUNDING: This study is partially funded (75%) through a FEMA Building Resilient Infrastructure and Communities (BRIC) grant with matching funds from the Optional One Percent Sales Tax fund (25%).

Total cost - \$250,000.00

FEMA BRIC funds - \$187,500.00 (75%)

1% funds - \$62,500.00 (25%)

ACTUAL COST VS BUDGET:

Acutal Cost: \$250,000.00; Budgeted: \$250,000.00

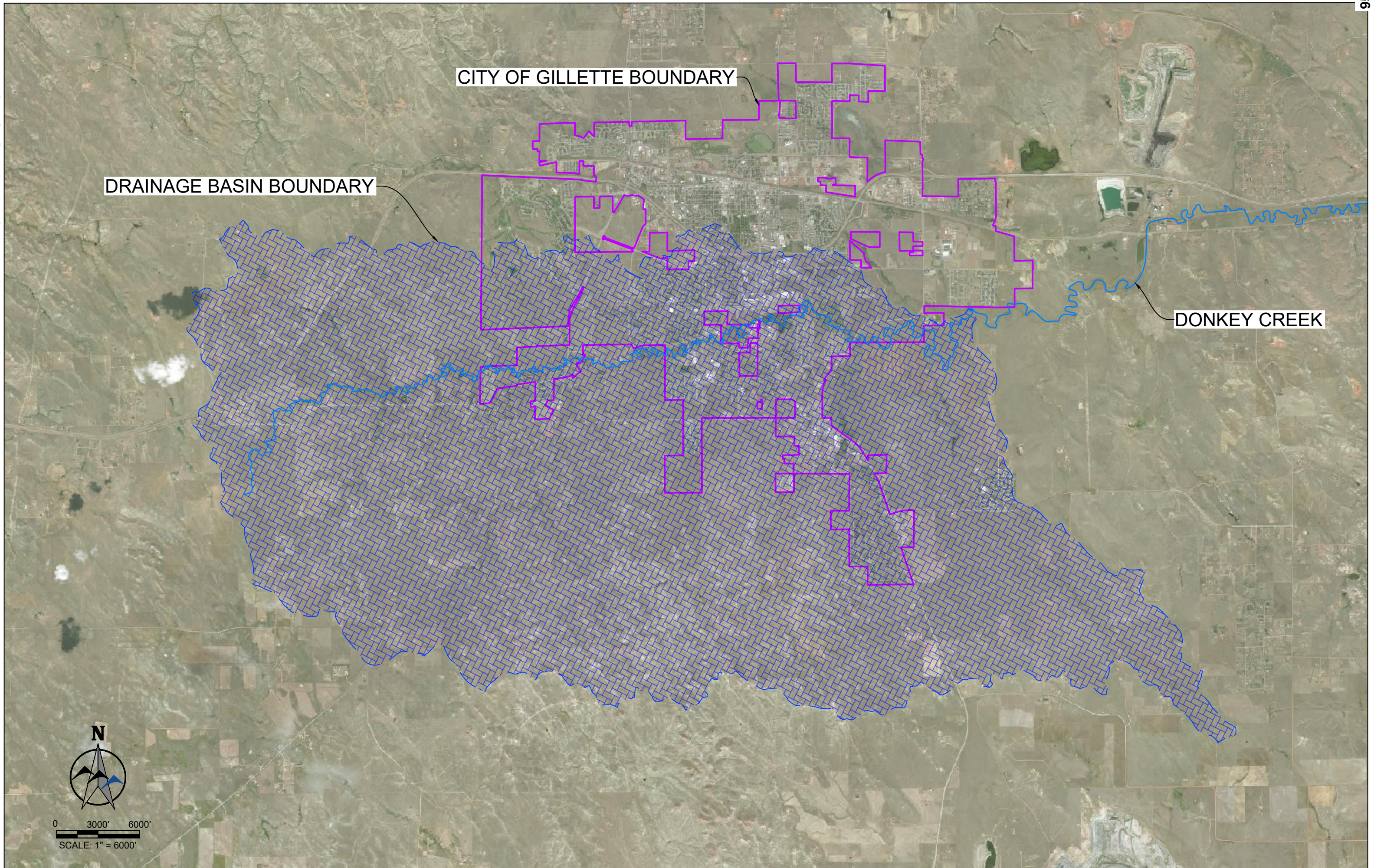
STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Project Map](#)

K:\Sheridan\City of Gillette\2024085 Donkey Creek Master Drainage Plan\SCAD\Sheets\1502_DRNG_BASN.dwg FIG 1 (2) 12/1/2025 11:02:13 AM



CITY OF GILLETTE BOUNDARY

DRAINAGE BASIN BOUNDARY

DONKEY CREEK



0 3000' 6000'
SCALE: 1" = 6000'



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Council Consideration of a Professional Services Agreement for Design Services Associated with the Westover Road Retaining Wall Project with DOWL, LLC in the Amount of \$48,000.00 (1% Project).

SUGGESTED ACTION:

I Move for Approval of a Professional Services Agreement for Design Services Associated with the Westover Road Retaining Wall Project with DOWL, LLC in the amount of \$48,000.00 (1% Project).

PROJECT NUMBER:

24EN22

CASE BACKGROUND:

This agreement will consist of design services to evaluate options for completing improvements to the soil slope on the south side of Westover Road, just east of Oregon Avenue (see attached map). Improvements are needed in this area due to continual erosion and hill slides that occur regularly. The erosion on the hillside washes out onto the eastbound lanes of Westover Road with large storm events. The Streets Division annually (springtime) cleans up the sediment that flows onto the street. This design will provide options for improvements to allow the erosion to be cleared up without the sediment getting onto the roadway.

ACTUAL COST VS BUDGET:

Actual = \$48,000.00; Budget = \$50,000.00

STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Agreement](#)

[Location Map](#)



License Agreement

Before you use this EJCDC document:

1. **Read this License Agreement in its entirety.** As purchaser, you agree to comply with and are bound by the License Agreement's terms, conditions, and instructions when you use the attached EJCDC document. **Commencement of use of the attached document indicates your acceptance of these terms, conditions, and instructions.** If you do not agree to them, you should promptly return the materials to the vendor.
2. **This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.**
3. The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series)** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.
4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format.
6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your

responsibility to assure the adequacy and consistency of the final document for your purposes.

How to Use This Document:

1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
2. The term "Standard EJCDC Text" for the attached document generally refers to all text prepared by EJCDC in the main body of the document, and does not include covers, logos, footers, instructions, license agreement, copyright notices, Notes to Users, or text options. The content of document exhibits (if any) is not Standard EJCDC Text for this purpose.
2. If you do not alter the Standard EJCDC Text of the attached document, you may use it as published, with all EJCDC logos, footers, and copyright notices retained.
3. If you modify the Standard EJCDC Text of the attached document, you must follow the following instructions that address if, when, and how to show the changes to other parties.
4. During the drafting or negotiating process for the document, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus if a draft of the document purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
5. As between contracting parties, once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The parties may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not

need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

6. If the attached document is revised or altered and then presented to others (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
7. The attached EJCDC document may contain “Notes to User,” bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with “Track Changes,” redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with “Track Changes,” redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
9. In a few instances the EJCDC Notes to User will instruct the user of a document to choose one of two or more text options in the main body of the document. In such cases the options that are not selected should be discarded or deleted, and not included in the final version of the document. Such discarding or deletion of text options is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. Note, however, that the text that is selected (which in this scenario is in the main body of the document and not in an exhibit) is Standard EJCDC Text, and any revision or alteration of the text that is selected is subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly.
10. The License Agreement typically is removed when a document is being prepared for use on a specific project. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. The terms of the License Agreement remain in effect regardless of whether it has been removed or remains attached to the document.
11. When a document is being prepared for use on a specific project, some users remove the EJCDC front cover page, and the “inside front cover page” containing specific information regarding the EJCDC sponsoring organizations. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process.
12. As purchaser of the attached document, you may choose to use it as the basis or platform for creating purchaser’s own custom version. In such case you must remove all EJCDC logos, footers, and other items that might create the false impression that the document remains an EJCDC standard document, and the requirements regarding the need to show additions and deletions to the Standard EJCDC Text no longer apply. Note, however, that the copyright requirements of the License Agreement continue to apply.
13. A purchaser may choose to select clauses or sections of the attached document for inclusion in other non-EJCDC documents. When this occurs, do not use any EJCDC logos, footers, or other items that would imply that the receiving document is an EJCDC document. Note, however, that the copyright requirements of the License Agreement continue to apply.

Limited License:

As purchaser, you have a limited nonexclusive license to:

1. Use the attached EJCDC document on any number of machines owned, leased, or rented by your company or organization.
2. Use the attached EJCDC document for bona fide contractual and project purposes. Such purposes expressly include controlled distribution to bona fide bidders and proposers, either through direct transmittal in printed or electronic format or posting on a website or other electronic distribution point to which access is limited to bona fide bidders and proposers or others having direct interest in the contract or project.

3. Copy the attached EJCDC document into any machine-readable or printed form for backup or modification purposes in support of your use of the document.

You further agree:

1. To comply with all terms, conditions, and instructions in this License Agreement.
2. That all proprietary and intellectual property rights in the attached EJCDC document and all other **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC and its sponsoring organizations.
3. To include the appropriate EJCDC copyright notice (selected from the versions below) on any copy, modified or finalized version, or portion of the attached EJCDC document. For this document, at a minimum one of the following EJCDC copyright notices must appear in a prominent location:

If the standard EJCDC text is not altered, then use the copyright that is already stated in the published document:

- Copyright © [EJCDC document date] National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

If the standard EJCDC text has been altered, or if only portions of the EJCDC document have been used, then use the following copyright notice:

- This document is a MODIFIED version of EJCDC® Z-xxx, Copyright © 20xx by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.
4. To not use, copy, modify, or transfer the attached EJCDC document or any other **EJCDC Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of the attached EJCDC document, or any other **EJCDC Design and Construction Related Document**, in printed or machine-readable format for resale, and any resale of this document in any format, are expressly prohibited. **Making the attached EJCDC document or any other EJCDC Design and Construction Related Document, in whole or in part, available or accessible on an uncontrolled, public-access website or other uncontrolled electronic distribution point—in any format whatever, whether**

with or without watermarks, as a Microsoft Word document or in portable document format (PDF)—is expressly prohibited.

5. As an EJCDC limited licensee you may seek advance written permission from the EJCDC Copyright Administrator to use the attached EJCDC document for educational purposes, subject to terms and conditions to be established by the Copyright Administrator for the specific educational use.

Term:

This license is effective for three years after date of purchase, or six years after the last day of the year of issuance for the attached document (shown in the copyright notice), whichever occurs later, and shall terminate at that time, unless earlier terminated as provided herein, or unless EJCDC extends the term of this license to you, in writing, or publishes on the ejcdc.org website or the websites of the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, an applicable extension of the term of license for a certain period of time for bona fide contractual and project or other authorized uses. You agree upon termination to destroy the attached **EJCDC Design and Construction Related Document along with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects).**

EJCDC reserves the right during the term of this agreement to provide access to the purchased document through alternative means, based on improvements or changes in technology, or to transition the document to secure document platforms or other formats, while maintaining user's access privileges.

EJCDC from time to time publishes new, updated editions of the **EJCDC Design and Construction Related Documents**. EJCDC highly recommends the use of the most current editions of its documents. EJCDC may, at its sole discretion, withdraw from authorized use any document that has been subsequently updated and for which the license has expired.

You may terminate the license at any time by destroying the attached EJCDC document together with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects). It will also terminate upon conditions set forth elsewhere in this License Agreement or if you fail to comply with any term or condition of this License Agreement.

Limited Warranty:

If EJCDC has distributed this document on a compact disc, then EJCDC warrants the CD on which this document is furnished to be free from physical defects in materials and workmanship under normal use for a period of ninety

(90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of the CD (if any) distributed by EJCDC, containing this document, provided such CD does not meet EJCDC's "Limited Warranty" and is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

As purchaser, you assume full responsibility for determining the suitability of this document to your purposes, and for the application and use of this document for contract or project purposes. To the fullest extent permitted by law, in no event will EJCDC, its sponsoring organizations, its committee members, attorneys, consultants, authorized vendors, or advisors, or their respective staff members, employees, agents, or contractors, be liable to you or any other party for any damages, including any lost profits, lost savings, contractual liabilities, disappointed commercial expectations, economic loss, or other direct, incidental, or consequential damages arising out of the content, unenforceability, insufficiency, inadequacy, use or inability to use the attached EJCDC document or any other **EJCDC Design and Construction Related Documents**, even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so portions of the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this License Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void. **If you**

transfer or purport to transfer such rights, duties, or obligations to another party, your license is automatically terminated.

This License Agreement shall be governed by the laws of the State of Virginia. If you have any questions concerning this License Agreement, or any requests or inquiries regarding the EJCDC copyright, you may contact EJCDC by writing to:

EJCDC Copyright Administrator
c/o National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

Information regarding the content of the attached EJCDC document and other **EJCDC Design and Construction Related Documents** may be obtained at ejcdc.org or from the following EJCDC sponsoring organizations:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, D.C. 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Reserved	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law	8
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Indemnification and Mutual Waiver	10
6.12 Records Retention	11
6.13 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	13
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	17
8.01 Exhibits Included:	17
8.02 Total Agreement.....	17
8.03 Designated Representatives	17
8.04 Engineer's Certifications.....	18

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Gillette, 201 East 5th Street, Gillette, Wyoming 82716 (“Owner”) and
DOWL LLC, 1833 South Sheridan Avenue, Sheridan, Wyoming 82801 (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Westover Road Temporary Slope Design ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: collecting pre-design information consisting of topographic survey, completing design for temporary slope mitigation, and providing bidding assistance.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Payment shall be made upon submission of invoice pursuant to WYO. STAT. § 16-6-602. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Agreement.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Reserved*

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;; and (3) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) Insurance. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. All insurance policies required by this Agreement, except workers' compensation and professional liability insurance shall name the Owner as an additional insured, and shall

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

contain a waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.

- D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.
- F. The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A:V.
- G. At any time, Owner may request that Engineer or its Consultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*¹

- A. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the Owner does not waive governmental immunity by entering into this Agreement and specifically retains

¹ See Special Provision #1

governmental immunity and all defenses available to it pursuant to ~~WYO. STAT. §§ 1-39-101-121~~ WYO. STAT. §§ 1-39-101-120 and all other applicable law.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 ~~Indemnification and Mutual Waiver~~

- ~~A. **Indemnification by Engineer:** The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's actions.~~

6.11 Indemnification by Engineer²

- A. The Engineer shall indemnify and hold harmless the Owner, its members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, to the extent caused by:
 - 1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees

² See Special Provision #2

2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement
 3. Any violation of any federal, state, or local laws, rules, or regulations.
- B. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*³

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- D. *Waiver*⁴: The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Governmental Immunity:* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 120 and all other applicable law.

³ See Special Provision #3

⁴ See Special Provision #4

Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

- G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.
- H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other applicable law.
- I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.
- J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Not Used.
- E. Exhibit E, Not Used.
- F. Exhibit F, Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Used.
- I. Exhibit I, Note Used.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Gillette

By: []
Print name: []
Title: []
Date Signed: []

Engineer: DOWL LLC

By: 
Print name: Mark Hines
Title: Project Manager
Date Signed: 11/10/2025

Engineer License or Firm's Certificate No. (if required):

E-0159

State of: Wyoming

Address for Owner's receipt of notices:

201 East 5th Street
Gillette, WY 82716
Designated Representative (Paragraph 8.03.A):
[]
Title: []
Phone Number: []
E-Mail Address: []

Address for Engineer's receipt of notices:

1833 South Sheridan Ave.
Sheridan, WY 82801
Designated Representative (Paragraph 8.03.A):
Mark Hines, PE
Title: Project Manager
Phone Number: 307-655-7711
E-Mail Address: mhines@dowl.com

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase – Not Applicable (already completed)*

A1.02 *Preliminary Design Phase*

A. Upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project based on the temporary design outlined in the DOWL reconnaissance report.
2. Provide necessary field surveys and topographic mapping for Engineer's design purposes. The scope includes completing a topographic survey and setting control points to be used during construction. The survey will include aerial flight survey using a drone to collect data in inaccessible areas. It is assumed that the proposed improvements will be located within existing City easements. The scope does not include any easements or boundary work.
3. Engineer will conduct one visit to the Site with the City following the design survey.
4. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
5. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost for each design submittal, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
7. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

8. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
60% design package and 90% design package
 9. Furnish electronic 60% review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within four weeks of completing the design survey, and review them with Owner. Within ten business days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner electronic copies of the 90% Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within two weeks after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised 90% Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 4. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 8. Perform or provide the following other Final Design Phase tasks or deliverables:
None.
 9. Furnish for review by Owner, its legal counsel, and other advisors, electronic copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within two weeks of authorization to proceed with the Final Design Phase, and review them with Owner. Within ten days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit electronic final copies of such documents to Owner within two weeks after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. The scope assumes all bidding documents will be provided electronically.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase – Scope does not include construction phase services. A contract amendment will be issued for construction phase services once design is completed and a construction schedule is set.*

A1.06 *Post-Construction Phase – Scope does not include post-construction services.*

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Reserved.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Reserved.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Reserved.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work,

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

(e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.

Exhibit B – Owner's Responsibilities

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Reserved.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

Exhibit B – Owner's Responsibilities

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None.

Exhibit B – Owner's Responsibilities

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates, Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$48,000.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$0
b. Preliminary Design Phase	\$38,470.00
c. Final Design Phase	\$2,585.00
d. Bidding or Negotiating Phase	\$6,945.00
e. Construction Phase	\$0
f. Post-Construction Phase	\$0
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Any amount over the agreed upon amount in C2.01.A4 must be submitted to the Owner for review and agreed upon by both parties.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.15/mile
Vehicle Usage – Trucks & SUV's	=	\$1.35/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m. to 3:00 p.m.), and dinner (3:00 p.m. to midnight).

Per diem will be charged using the most recently published federal travel rate for each location.

- Per diem rates by city: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

This is **Appendix 2 to EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement shall be in accordance with the following rate schedule:



WYOMING FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$194	Engineer VI	\$210
Accounting Technician	\$126	Engineer VII	\$226
Administrative Assistant	\$100	Engineer VIII	\$236
Administrative Manager	\$131	Engineer IX	\$263
Biologist I	\$137	Engineer X	\$278
Biologist II	\$147	Engineering Technician I	\$105
Biologist III	\$158	Engineering Technician II	\$116
Biologist IV	\$168	Engineering Technician III	\$126
Biologist V	\$215	Engineering Technician IV	\$152
CAD Drafter I	\$110	Engineering Technician V	\$158
CAD Drafter II	\$126	Engineering Technician VI	\$187
CAD Drafter III	\$137	Environmental Specialist I	\$126
CAD Drafter IV	\$147	Environmental Specialist II	\$142
CAD Drafter V	\$158	Environmental Specialist III	\$147
Senior CAD Drafter	\$179	Environmental Specialist IV	\$173
Civil and Transportation Designer	\$142	Environmental Specialist V	\$189
Senior Civil and Transportation Designer	\$179	Environmental Specialist VI	\$200
Contract Administrator I	\$168	Environmental Specialist VII	\$221
Contract Administrator II	\$194	Environmental Specialist VIII	\$236
Corporate Development Manager	\$242	Environmental Specialist IX	\$257
Cultural Resources Specialist I	\$126	Environmental Specialist X	\$278
Cultural Resources Specialist II	\$147	Field Project Representative I	\$131
Cultural Resources Specialist III	\$152	Field Project Representative II	\$142
Cultural Resources Specialist IV	\$189	Field Project Representative III	\$173
Cultural Resources Specialist V	\$205	Field Project Representative IV	\$189
Cultural Resources Specialist VI	\$225	Field Project Representative V	\$210
Cultural Resources Specialist VII	\$236	Geologist I	\$142
Cultural Resources Specialist VIII	\$252	Geologist II	\$152
Document Production Supervisor	\$158	Geologist III	\$163
Engineer I	\$131	Geologist IV	\$184
Engineer II	\$142	Geologist V	\$215
Engineer III	\$163	GIS Coordinator	\$184
Engineer IV	\$179	GIS Manager	\$194
Engineer V	\$200	GIS Specialist	\$152



Description	Rate	Description	Rate
GIS Technician	\$116	Professional Land Surveyor I	\$126
Graphic Designer	\$158	Professional Land Surveyor II	\$137
Senior Graphic Designer	\$185	Professional Land Surveyor III	\$147
Hydrogeologist I	\$147	Professional Land Surveyor IV	\$158
Hydrogeologist II	\$173	Professional Land Surveyor V	\$168
Hydrogeologist III	\$205	Professional Land Surveyor VI	\$178
Sr. Hydrogeologist	\$240	Professional Land Surveyor VII	\$189
Intern I	\$84	Professional Land Surveyor VIII	\$205
Intern II	\$110	Professional Land Surveyor IX	\$221
Laboratory Manager	\$131	Professional Land Surveyor X	\$240
Laboratory Supervisor	\$110	Professional Land Surveyor XI	\$268
Landscape Architect I	\$137	Project Administrator	\$142
Landscape Architect II	\$152	Project Assistant I	\$121
Landscape Architect III	\$168	Project Assistant II	\$137
Landscape Architect IV	\$184	Project Controller	\$173
Landscape Architect V	\$200	Senior Project Controller	\$194
Landscape Architect VI	\$210	Project Manager I	\$168
Landscape Architect VII	\$221	Project Manager II	\$184
Landscape Designer I	\$100	Project Manager III	\$200
Landscape Designer II	\$121	Project Manager IV	\$215
Marketing Assistant	\$110	Project Manager V	\$231
Marketing Coordinator	\$147	Project Manager VI	\$247
Marketing & Administrative Manager	\$236	Project Manager VII	\$263
Materials Technician I	\$100	Proposal Manager	\$185
Materials Technician II	\$110	Senior Proposal Manager	\$225
Lead Materials Technician	\$121	Public Involvement Assistant	\$121
Senior Materials Technician	\$131	Public Involvement Coordinator	\$165
Materials Manager	\$137	Public Involvement Planner	\$142
Planner I	\$126	Public Involvement Program Manager	\$210
Planner II	\$152	Real Estate Services Manager	\$189
Planner III	\$168	Right of Way Agent I	\$131
Planner IV	\$184	Right of Way Agent II	\$147
Planner V	\$200	Right of Way Agent III	\$163
Planner VI	\$210	Right of Way Agent IV	\$179
Planner VII	\$221	Right of Way Agent V	\$194
Planner VIII	\$236	Right of Way Agent VI	\$235
Planner IX	\$252	Right of Way Assistant	\$121
Planner X	\$294	Risk Manager	\$210
Planning Technician	\$116	Senior Manager I	\$252



Wyoming Fee Schedule
Effective July 6, 2025
Until Further Notice

Description	Rate	Description	Rate
Senior Manager II	\$273	Survey Technician VIII	\$168
Senior Manager III	\$284	Survey Technician -- Supervisor	\$165
Senior Manager IV	\$310	Systems Administrator	\$163
Senior Manager V	\$331	Technical Coordinator	\$194
Senior Manager VI	\$352	Utility Operator	\$152
Survey Technician I	\$95	Water Resource Specialist	\$205
Survey Technician II	\$100	Water Rights Specialist I	\$168
Survey Technician III	\$105	Water Rights Specialist II	\$200
Survey Technician IV	\$121	Water Rights Specialist III	\$231
Survey Technician IX	\$179	Water Rights Technician I	\$110
Survey Technician V	\$126	Water Rights Technician II	\$121
Survey Technician VI	\$137	Water Rights Technician III	\$131
Survey Technician VII	\$152		

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$2,000,000
 - 2) Bodily injury by disease, each employee: \$2,000,000
 - 3) Bodily injury/disease, aggregate: \$4,000,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
 - 2) General Aggregate: \$4,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$2,000,000
- f. Professional Liability (Errors Omissions) --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$4,000,000
\$[REDACTED]

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Special Provisions

Paragraph(s) [6.07, 6.11, 6.13] of the Agreement is/are amended to include the following agreement(s) of the parties:

1: Paragraph 6.07 Controlling Law is hereby amended as follows:

Replace WYO. STAT. §§ 1-39-101-121 with WYO. STAT. §§ 1-39-101-120 at the appropriate place in the paragraph.

2: Paragraph 6.11 *Indemnification and Mutual Waiver* is hereby removed in its entirety and replaced with the following:

6.11 Indemnification

B. *Indemnification by Engineer:* The Engineer shall indemnify, and hold harmless the Owner, it's members of the governing body, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, to the extent caused by :

1. The acts, errors, omissions, conduct, or operations of Engineer or any of its officers, sub-contractors, agents, or employees
2. Any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement
3. Any violation of any federal, state, or local laws, rules, or regulations.

C. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

3: The following is hereby added to the end of paragraph 6.13 Miscellaneous Provisions:

F. *Governmental Immunity:* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. With respect to W.S. 1-39-104(a), Owner does not intend to retain immunity in actions based on contract under this provision.

- G. *Availability of Funds:* Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Engineer and/or the Contractor, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Engineer and/or the Contractor at the earlier possible time of the services which will or may be affected by a shortage of funds. NO penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Owner to terminate this Contract to acquire similar services from another party.
- H. *Force Majeure:* Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party. The parties intend and agree that the Owner does not waive governmental immunity by entering into this agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-120 and all other applicable law.
- I. *Independent Contractor:* The Engineer shall function as an independent contractor the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Engineer shall assume sole responsibility for any debts or liabilities that may be incurred by the Engineer in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this agreement. Nothing in this Agreement shall be interpreted as authorizing the Engineer or its agents and/or employees to act as an agent or representative for or on the behalf of the Owner or to incur any obligation of any kind on behalf of the Owner. The Engineer agrees that no health/hospitalization benefits, workers' compensation, and or/similar benefits available to the Owner's employees will inure to the benefit of the Engineer or the Engineer's agents and/or employees as a result of this Agreement.
- J. *Binding Effect:* This Agreement shall not be binding on any party until executed by all parties. Once completely executed, this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and permitted assigns.
- K. *Applicable Law/Venue.* The laws of the State of Wyoming govern the construction, interpretation, and enforcement of this Agreement. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties. Venue for any matter arising under this Agreement will be in the Sixth Judicial District, Campbell County, Wyoming.

Paragraph 6.13(3) *Severability* is hereby removed in its entirety and replaced with the following:

- C. *Severability:* If any part of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.
- D. 4: Paragraph 6.13(D) *Waiver* is hereby amended to add the following to the end of the paragraph:

No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing. All waivers must be in writing and signed by all parties.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

WESTOVER ROAD EROSION MITIGATION - RETAINING WALL EVALUATION



CITY OF GILLETTE
Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.



1 inch equals 333 feet
1 inch equals 0.06 miles
December 01, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Council Consideration to Authorize the Mayor to Sign a Well Maintenance M9 & M10 Quote Agreement Between the City of Gillette, Wyoming and Sargent Drilling in the Amount of \$63,206.00.

SUGGESTED ACTION:

I Move for Approval of a Well Maintenance M9 & M10 Quote Agreement Between the City of Gillette, Wyoming and Sargent Drilling in the Amount of \$63,206.00 to Replace the Down Hole Equipment on the City's Portable Water Wells M9 & M10 per Quote Form.

CASE BACKGROUND:

The line shaft turbine pumps at Madison Wells #9 and #10 require maintenance (teardown, inspection, machine work) on any pitting repair, and matched machining of replacement bearings and impellers every 5 years. This work must be done at a pump manufacturing facility with a machine shop as these parts must be matched to the specific tolerances of each pump stage. Upon delivery and installation, this manufacturer/pump installer must also set the lift and clearances to ensure that there is no premature wear or damage during operation at varying speeds and flows.

STAFF RECOMMENDATION:

I Move for Approval of a Well Services M9 & M10 Quote Agreement Between the City of Gillette, Wyoming and Sargent Drilling in the Amount of \$63,206.00 to Replace the Down Hole Equipment on the City's Portable Water Wells M9 & M10 per Quote Form.

ACTUAL COST VS BUDGET:

This project is fully funded from REP/MAINT EQUIPMENT Line Item #503-70-73-441-40-44320.

STAFF REFERENCE:

Joff Pilon, P.E., Utilities Director

ATTACHMENTS:

[WELL SERVICES M9 & M10 QUOTE AGREEMENT](#)

WELL SERVICES M9 & M10 QUOTE AGREEMENT

Agreement made and entered into this _____ day of November, 2025 by and between the City of Gillette, Wyoming, a municipal corporation and City of the first class, hereinafter CITY of 201 East Fifth Street, Gillette, Wyoming, and Sargent Drilling, of PO Box 627, City of Broken Bow, State of Nebraska, hereinafter CONTRACTOR.

CONTRACTOR and CITY may be referred to collectively herein as the PARTIES. This agreement shall cover the terms of the performance of the work described in detail below and sometimes referred to as the Project.

The PARTIES agree as follows:

1. The Project or Work to be performed by the CONTRACTOR pursuant to this agreement is described as follows: _____

Replace the down hole equipment on the City's portable water wells M9 & M10 per quote form.

2. All work performed under this agreement shall conform to the current City of Gillette Standard Construction Specification hereinafter referred to as the SCS. Certain sections of the SCS are specifically adopted by reference as a part of this agreement when they are referred to by number.
3. The CONTRACTOR is responsible for contacting "One-Call of Wyoming", 1.800.849.2476 before doing any excavation, and if any utility is out of service for more than (5) minutes, the CONTRACTOR shall notify all who will be affected.
4. The CONTRACTOR is responsible for obtaining all required permits and shall conform to the Manual of Uniform Traffic Control Devices in all barricading and

signing. The CONTRACTOR shall coordinate with the OWNER'S representative all tests and inspections.

5. CONTRACTOR agrees to perform all the work described for the project for the Following Sum(s) \$ 63,206.00 , and to fully complete the project by May 1, 2026.
6. The CONTRACTOR shall submit an application for payment upon the accepted completion of the project, at which time; the OWNER will process the CONTRACTOR'S payment through the standard procedures established by the OWNER. The OWNER may require an "Affidavit on Behalf of the Contractor" to show that all bills for materials, supplies, labor have been fully paid by the CONTRACTOR.
7. SC-5.04 Contractor's Liability Insurance

Delete Paragraph 5.04.B.7 in its entirety and insert the following:

"7. with respect to completed operations insurance, and any insurance coverage written on a claims made basis, remain in effect for at least one year after final acceptance of the project."

Add the following new paragraph immediately after Paragraph 5.04.B.7.a:

"C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amount or greater where required by law or regulations:

1. Workers' Compensation, and related coverage's under Paragraph 5.04.A.1 and 5.04.A.2 of the General conditions:
 - a. State Statutory
 - b. Applicable Federal (e.g. Longshoreman) Statutory
2. Contractor's General Liability under Paragraph 5.04.A.3 through 5.04.A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate \$2,000,000
 - b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000

- d. Each Occurrence
(Bodily Injury and Property Damage) \$1,000,000
 - e. Property Damage Liability Insurance will provide explosion, collapse, and under-ground coverage where applicable
 - f. Excess or Umbrella Liability \$1,000,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions.
- a. Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000
 - b. Property Damage

Each Accident	\$1,000,000
---------------	-------------
 - c. Combined Single Limit of \$1,000,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:

Each Accident	\$1,000,000
Annual Aggregate	\$2,000,000
 - b. Property Damage:

Each Accident	\$1,000,000
Annual Aggregate	\$2,000,000

SC-5.06 Property Insurance

Delete Paragraph 5.06 of the General Conditions in its entirety.

SC-5.07 Waiver of Rights

Delete Paragraph 5.07.A of the General Condition in its entirety.

SC-5.08 Receipt and Application of Insurance Proceeds

Delete Paragraph 5.08.A of the General Conditions in its entirety and insert the following in its place:

"A. Any insured loss under the policies of insurance required in this agreement will, to the extent necessary, be adjusted with Owner and made payable to Owner as fiduciary for the insured's, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B.

Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order".

SC-5.09 Acceptance of Bonds and Insurance: Option to Replace

Add a new Paragraph 5.09.B

"B. Failure of the Owner, to object to the coverage of Contractor's insurance within the time provided, shall not relieve Contractor from his obligation to provide insurance that complies with the Contract Documents".

The OWNER may require a Certificate of Insurance Coverage prior to the commencement of the project

9. The OWNER's representative for this project will be Cooper Ellis who can be contacted at Water Division

Address: 611 N. Exchange Ave
 Gillette, WY 82716
Phone: (307) 686-5276

The CONTRACTOR's representative will be Shad Yarrington, who can be contacted at Sargent Drilling

Address: PO Box 627
 Broken Bow, NE 68822
Phone: (308) 872-5125

10. Upon completion of the work performed under this agreement, the CONTRACTOR shall provide the CITY with a one-year warranty for all of the work contracted for and performed providing that all aspects of the work are in complete compliance with the SCS and all other applicable CITY ordinances and building regulations for one year from the date of acceptance and final payment. The CONTRACTOR shall execute and deliver a warranty to the CITY on a form provided by the CITY prior to final payment to the CONTRACTOR.
11. The CONTRACTOR must possess a current and up to date City of Gillette Contractor License.

12. The CONTRACTOR shall indemnify and hold the CITY harmless from and defend it and its employees against any and all claims, losses, expenses, damages, judgments and liability of any sort, including attorney's fees arising out of, or in connection with its actions taken in the performance of this contract.

The CONTRACTOR, pursuant to section G.C. 6.13, Safety and Protection, of the SCS is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project.

13. The terms of this agreement shall bind the parties hereto and their successors and assigns. This agreement shall not be assigned in whole or in part without the prior written approval of the CITY. Any assignment without the prior written approval of the CITY is void.
14. This agreement shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County Wyoming shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this agreement.
15. If any legal action is instituted to enforce any of the terms of this agreement, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

DATED this 21st day of November, 2025 in Gillette, Wyoming.

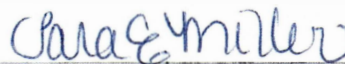
CONTRACTOR – SARGENT DRILLING



STATE OF NEBRASKA }
 } SS.
COUNTY OF CUSTER }

The above and foregoing instrument was acknowledged before me by
Shad Yarrington, This 21st day of November, 2025.

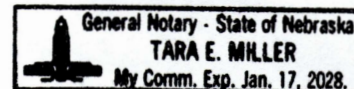
Witness my hand and official seal.



Notary Public

My Commission Expires:





CITY OF GILLETTE

Shay Lundvall, Mayor

STATE OF WYOMING }
 } SS.
COUNTY OF CAMPBELL }

The above and foregoing instrument was acknowledged before me by
_____, This _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

6/1/2026

DATE (MM/DD/YYYY)

11/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 13710 FNB Pkwy., Ste. 400 Omaha NE 68154 (402) 970-6100 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No.):	
INSURED 1407427 CHARLES SARGENT IRRIGATION, INC. PO BOX 627 BROKEN BOW NE 68822	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Phoenix Insurance Company	NAIC # 25623
	INSURER B: The Travelers Indemnity Company	25658
	INSURER C: The Travelers Indemnity Company of America	25666
	INSURER D: Travelers Property Casualty Company of America	25674
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 22632771**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	N	N	CO-1R113138	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	810-2K982770	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 10,000	N	N	CUP-1R133807	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-1R115088	6/1/2025	6/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

22632771
City of Gillette
PO Box 3003
Gillette WY 82717-3003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **December 16, 2025**

TITLE:

Council Consideration of a Resolution Authorizing the Mayor to Execute a Change of Status Form for Appointed Positions.

SUGGESTED ACTION:

I move to approve a Resolution Authorizing the Mayor to Execute a Change of Status Form for Appointed Positions.

STAFF REFERENCE:

Deca Wasson, Human Resources Director

ATTACHMENTS:

[2025.12 Resolution for Change of Status Appointed Positions](#)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CHANGE OF
STATUS FORM FOR APPOINTED POSITIONS.**

WHEREAS, the City of Gillette appoints various individuals to serve in appointed positions; and

WHEREAS, the Council conducted performance reviews for appointed personnel on November 4, 2025; and

WHEREAS, the governing body recognizes that merit increase is appropriate to reflect the performance and accomplishments of those employees;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING: That the mayor is hereby authorized and directed to execute Employee Change of Status Forms with the City Administrator and the City Attorney for merit increases of ten and eighty-five percent (10.85%) and five percent (5%) respectively effective December 21, 2025.

PASSED, APPROVED AND ADOPTED this 16th day of December 2025.

Shay Lundvall, Mayor

(S E A L)
ATTEST:

Alicia Allen, City Clerk



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **December 16, 2025**

TITLE:

A Public Hearing to Consider a Transfer of Real Property to the Gillette Community College District.

STAFF REFERENCE:

Sean Brown, City Attorney

ATTACHMENTS:

[Public Hearing Notice](#)

**NOTICE OF PUBLIC HEARING TO CONSIDER A TRANSFER OF REAL PROPERTY TO THE
GILLETTE COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN THAT the City of Gillette, Wyoming, intends to transfer the following real property to the Gillette Community College District, for the total sum of ten dollars (\$10.00), to be transferred "as is:"

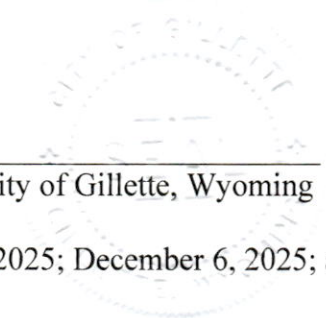
<u>DESCRIPTION</u>	<u>VALUE</u>
Tanner Village (and associated lots)	\$11,605,000.00
251 Sinclair St., Gillette, WY 82718	
253 Sinclair St., Gillette, WY 82718	
255 Sinclair St., Gillette, WY 82718	
257 Sinclair St., Gillette, WY 82718	
Inspiration Hall (and associated lots)	\$25,972,000.00
265 Sinclair St., Gillette, WY 82718	
Total	\$37,577,000.00

Prior to any transfer, the City of Gillette is required to hold a public hearing under W.S. 15-1-112(b)(i)(C). This hearing is scheduled to occur before the Gillette City Council during its regularly scheduled meeting beginning at 6:00 p.m. on December 16, 2025, in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming.

DATED November 24, 2025



Alicia Allen, City Clerk for the City of Gillette, Wyoming



Publish 3 Times: November 29, 2025; December 6, 2025; and December 13, 2025.



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **December 16, 2025**

TITLE:

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit.

PROJECT NUMBER:

PL2025-0048 - Map Amendment - Lot 1, Pronghorn Ranch Phase III

CASE BACKGROUND:

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres. The minimum district size for an R-R zoning district is 10 acres; this rezone will meet the minimum district requirements, as it will merge with the adjacent R-R district to the south that is 288.93 acres. The area that contains this rezone is being subdivided with the property to the south that has one house, a detached garage, and two sheds on it. The property does have access to city utilities (water, wastewater, and electrical) running along Knollwood Drive.

The surrounding Zoning Districts are:

North – R-4, Multi-Family District

East – R-1, Single Family District

South – R-R, Rural Residential District

West – R-4, Multi-Family District

Per Section 1.e(1) Amendment Procedures, Statement of Policy:

Any person, corporation, or the City may initiate amendments to the Zoning Code to:

- a) Correct an obvious error or oversight in the regulations; or
- b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family,

and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

The Planning Commission voted to approve this case with a vote of 6/0/1 Abstention at their December 9, 2025, meeting.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Public Hearing Notice](#)

PUBLIC HEARING NOTICE

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON DECEMBER 16TH, 2025, BEGINNING AT 6:00 P.M. IN CITY HALL, 201 EAST FIFTH STREET, TO CONSIDER A REQUEST FOR AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF THE CITY OF GILLETTE, WYOMING FOR LOT 1, PRONGHORN RANCH PHASE III, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT.

ANYONE DESIRING FURTHER INFORMATION MAY CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, SECOND FLOOR OF CITY HALL, OR CALL 686-5281.

RY MUZZARELLI, P.E.

DEVELOPMENT SERVICES DIRECTOR

DATED: November 25th, 2025

PUBLISH: December 2nd, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 6/0/1 Abstention)

SUGGESTED ACTION:

I move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the Attached Exhibit.

PROJECT NUMBER:

PL2025-0048 “ Map Amendment “ Lot 1, Pronghorn Ranch Phase III

CASE BACKGROUND:

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres. The minimum district size for an R-R zoning district is 10 acres; this rezone will meet the minimum district requirements, as it will merge with the adjacent R-R district to the south that is 288.93 acres. The area that contains this rezone is being subdivided with the property to the south that has one house, a detached garage, and two sheds on it. The property does have access to city utilities (water, wastewater, and electrical) running along Knollwood Drive.

The surrounding Zoning Districts are:

North – R-4, Multi-Family District

East – R-1, Single Family District

South – R-R, Rural Residential District

West – R-4, Multi-Family District

Per Section 1.e(1) Amendment Procedures, Statement of Policy:

Any person, corporation, or the City may initiate amendments to the Zoning Code to:

- a) Correct an obvious error or oversight in the regulations; or
- b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

The Planning Commission voted to approve this case with a vote of 6/0/1 Abstention at their December 9, 2025, meeting.

STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Ordinance](#)

[Vicinity Sketch](#)

[Rezoning Exhibit](#)

[Planning Requirements](#)

[Planning Commission Minutes 12/09/2025](#)

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR LOT 1, PRONGHORN RANCH PHASE III, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-4, MULTI-FAMILY RESIDENTIAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, THAT:

Section 1. Legal Description

Lot 1, Pronghorn Ranch Phase III, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

Lot 1, Pronghorn Ranch Phase III, City of Gillette, Campbell County, Wyoming, is hereby amended from R-4, Multi-Family Residential District, to R-R, Rural Residential District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Shay Lundvall, Mayor

(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publication Date:

Vicinity Sketch - North of Knollwood Dr. - Zoning Map Amendment



CITY OF GILLETTE

Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM
RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO
GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR
THE INFORMATION CONTAINED THEREIN.



1 inch equals 167 feet
1 inch equals 0.03 miles

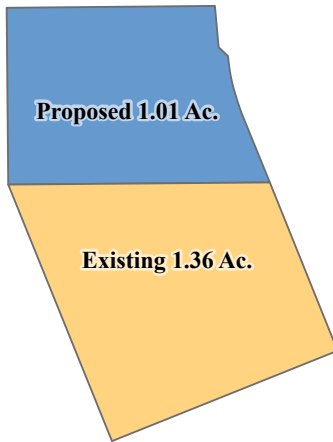
November 19, 2025

City of Gillette, GIS Division, Campbell
County, State of Wyoming

PROPOSED ZONING EXHIBIT

**TRACT G OF PRONGHORN RANCH, PHASE I
BEING SITUATED IN A PORTION OF
SW1/4 NE1/4 OF SECTION 32,
T 50 N - R 72 W, 6TH PM
GILLETTE, WYOMING**

**EXISTING ZONING:
R-4, MULTI-FAMILY RESIDENTIAL &
R-R, RURAL RESIDENTIAL**



**PROPOSED ZONING:
R-R, RURAL RESIDENTIAL**



0 200
Scale 1" = 200 ft

LEGEND



**MULTI-FAMILY RESIDENTIAL
DISTRICT (R-4)**



**RURAL RESIDENTIAL
DISTRICT (R-R)**

**LANCE WALKER
2413 KNOLLWOOD DRIVE
GILLETTE, WYOMING 82718**

**LAND SURVEYING INC.
209 NORTH WORKS AVENUE
GILLETTE, WYOMING 82716**



**PROPOSED ZONING EXHIBIT
TRACT G OF PRONGHORN RANCH, PHASE I
BEING SITUATED IN A PORTION OF THE
SW1/4 NE1/4 OF SECTION 32,
T 50 N - R 72 W, 6TH PM
GILLETTE, WYOMING**

**CREATED BY: JMAYCOCK
DATE: 11/10/2025 11:01 AM
LSI JOB# 25-161A
WALKER - REZONING**

Planning Requirements

PL2025-0048

Zoning Map Amendment | Lot 1, Pronghorn Ranch Phase III

There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ December 9, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, Jack Colson, Brian Rozier, and Lance Walker.

Commission Members Absent:None

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF
THE MINUTES

A motion was made by Matthew Nelson to approve the meeting minutes of October 28, 2025. Brian Rozier seconded the motion. Motion carried 7/0.

Case No.
PL2025-0047 –
ZONING MAP
AMENDMENT –
4500 Force Road

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres.

The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

Meredith Duvall said there was one call from the public regarding the case and it was a general inquiry only.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Jack Colson asked if the applicant/owner was planning to connect Hidden Valley Road, and Meredith Duvall said that it was unknown as there have been no subdivision plats received by the city's Planning Division.

Riley Kleven, resident on Spring Hill Road located north of the proposed rezone area, was present and asked if there were plans to subdivide the property and if so, how it would be subdivided. Meredith Duvall said while they can subdivide the property at this time the owners have only submitted for the rezoning of the property. Ms. Duvall said that if a subdivision of the property were to happen then all the same notices with a mailing, and sign on the property would happen just like the rezoning of the property had.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 7/0.

Case No.
PL2025-0041 –
NEW TOWER –
3000 Lakeway Rd

The applicant proposes to construct a new 100-foot stealth monopole wireless communications tower at 3000 W Lakeway Road. The property is a large parcel located at the intersection of W Lakeway Road and Skyline Drive, and is zoned C-1, General Commercial District.

Section 9 of the Zoning Ordinance identifies “privately owned land in commercial zones” as a preferred location for new wireless towers. The proposed tower would be situated approximately 300 feet north of W Lakeway Road, and 100 feet west of Skyline Drive. Access to the site is provided by Skyline Dr and will require permitting through the Wyoming Department of Transportation.

The proposed facility is intended to address an existing coverage gap in the wireless network and will meet the required ½ mile tower spacing standard in Section 9. The selected location reflects an effort to balance technical network requirements with community compatibility, aesthetic sensitivity, and compliance with the City’s design standards for stealth facilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Andy Cockell, with Maverick Towers, was present and said his company had proposed two designs for the cell tower: a monopine design that he thought didn’t work great in the Gillette area but does meet the stealth requirement of the Zoning Ordinance, and a earthtone standard monopole design.

Chair Hottell inquired regarding the voting procedure for the two tower design options presented by Mr. Cockrell. Ms. Stefanick clarified that the Commission may move to approve either design. She noted that should a motion for one version fail, the Commission is permitted to subsequently vote on the alternative design.

Ms. Stefanick stated that staff recommends the stealth monopine design due to the area’s commercial zoning and potential for future development. She noted that if the design is not approved now, the City will not have the authority to require the owners to retrofit the tower for stealth in the future.

Lance Walker asked about the maintenance on the stealth monopine versus the standard monopole design. Mr. Cockrell said the stealth monopine is more expensive to build and requires more labor to maintain.

There being no further comments or questions, Chair Hottell made a motion to approve the stealth monopine tower for the case, and Lance Walker seconded. The Motion carried 7/0.

Case No.
PL2025-0042 –
MINOR
SUBDIVISION –
2701 Lakeway Rd

The applicant proposes to subdivide an existing 24.38 acre parcel located at 2701 Lakeway Road and combine the subdivided 1.01 acre parcel with 2413 Knollwood Drive, creating two lots.

Tract P (known as 2701 Lakeway Road) will be 23.38 acres and has no existing structures on it. Lot 1 will be 2.40 acres and has one house, a detached garage, and two sheds on it. Tract P is zoned R-4, Multi-Family Residential District and at this

time is to remain R-4. Lot 1 will contain two zoning districts, R-4, Multi-Family and R-R, Rural Residential, so the property owner has requested a Zoning Map Amendment to correct this – PL2025-0048.

Meredith Duvall said the city received two calls regarding the case. One caller asked about drainage and requested a copy of the plat. Ms. Duvall informed the caller that the plat was currently unavailable as it was under revision. The second caller questioned the reason for merging the properties and expressed concern regarding potential business storage on the residential lot. Ms. Duvall said that both callers were notified of the upcoming public hearing dates for the Planning Commission and City Council meetings.

Chair Hottell asked if this property was just recently rezoned, and Ms. Duvall said it had been rezoned to R-4, Multi-Family Residential, earlier this year.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Brian Rozier seconded. The Motion carried 6/0/1 Abstention.

Case No.
PL2025-0048 –
ZONING MAP
AMENDMENT –
Lot 1, Pronghorn
Ranch Ph III

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Kathy Hopkins, resident of the area on Bush Avenue, was present and asked if there were plans to extend Knollwood Avenue. Ms. Duvall said that the extension of the road would require a major subdivision due to the extension of utilities that would be needed for it. Ms. Duvall said the Planning Division has not received any plans for the road to be extended. Ms. Hopkins said she does not want the road to be extended.

There being no further comments or questions, Richard Cone made a motion to approve the case, and Ian Scott seconded. The Motion carried 6/0/1 Abstention.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the December 23, 2025, meeting is canceled, and the next meeting will be January 13, 2026.

ADJOURNMENT

The meeting was adjourned at 5:43 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 7/0)

CASE BACKGROUND:

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres. The minimum district size for an R-R zoning district is 10 acres; this rezone does meet the minimum district requirements. Furthermore, the adjacent lot on the northwest side of the property is zoned R-R with an existing district acreage total of 16.34 acres. The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The surrounding Zoning Districts are:

North – R-S, Suburban Residential District (County)

East – R-S, Suburban Residential District; Ag, Agricultural District

South – Ag, Agricultural District (County)

West – R-S, Suburban Residential District; R-R, Rural Residential District

Per Section 1.e(1) Amendment Procedures, Statement of Policy:

Any person, corporation, or the City may initiate amendments to the Zoning Code to:

- a) Correct an obvious error or oversight in the regulations; or
- b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

In this case, Staff recognizes both option a) and b) as valid reasons for a rezone. The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district, and would apply to option b). Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious

error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

The owner states their reasoning for the Zoning Map Amendment is as follows, “The proposed rezoning to Rural Residential serves the public welfare by supporting responsible, low-density residential growth that is consistent with the character of the surrounding area. This change will allow for additional rural residential housing opportunities, helping meet local demand while preserving open space and maintaining the agricultural and scenic qualities valued in the community. Rural Residential zoning provides an appropriate balance between growth and land preservation. It encourages orderly development, improves long-term land use planning, and aligns the property with nearby zoning and uses. By converting from Agriculture and Residential Suburban to Rural Residential, the property can contribute to the community’s overall housing needs while ensuring that development remains compatible, low-impact, and beneficial to the surrounding neighborhood.”

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

The Planning Commission voted to approve this case with a vote of 7/0 at their December 9, 2025, meeting.

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Public Hearing Notice](#)

PUBLIC HEARING NOTICE

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON DECEMBER 16TH, 2025, BEGINNING AT 6:00 P.M. IN CITY HALL, 201 EAST FIFTH STREET, TO CONSIDER A REQUEST FOR AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF THE CITY OF GILLETTE, WYOMING FOR A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 49, RANGE 72, ALSO KNOWN AS 4500 FORCE ROAD, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND AG, AGRICULTURAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT.

ANYONE DESIRING FURTHER INFORMATION MAY CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, SECOND FLOOR OF CITY HALL, OR CALL 686-5281.

RY MUZZARELLI, P.E.

DEVELOPMENT SERVICES DIRECTOR

DATED: November 25th, 2025

PUBLISH: December 2nd, 2025



**CITY OF GILLETTE
CITY COUNCIL**

DATE: December 16, 2025

TITLE:

Council Consideration of an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit. (Planning Commission Vote: 7/0)

SUGGESTED ACTION:

I move to Approve an Ordinance Amending the District Zoning Map of the City of Gillette, Wyoming, for a Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the Attached Exhibit.

PROJECT NUMBER:

PL2025-0047 - Zoning Map Amendment - 4500 Force Road

CASE BACKGROUND:

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres. The minimum district size for an R-R zoning district is 10 acres; this rezone does meet the minimum district requirements. Furthermore, the adjacent lot on the northwest side of the property is zoned R-R with an existing district acreage total of 16.34 acres. The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The surrounding Zoning Districts are:

North – R-S, Suburban Residential District (County)

East – R-S, Suburban Residential District; Ag, Agricultural District

South –Ag, Agricultural District (County)

West – R-S, Suburban Residential District; R-R, Rural Residential District

Per Section 1.e(1) Amendment Procedures, Statement of Policy:

Any person, corporation, or the City may initiate amendments to the Zoning Code to:

- a) Correct an obvious error or oversight in the regulations; or
- b) Recognize changing conditions in the City that requires an amendment(s) for the public health, safety, or general welfare.

In this case, Staff recognizes both option a) as valid reason for a rezone. The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would apply to a) by correcting an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

The owner states their reasoning for the Zoning Map Amendment is as follows, “The proposed rezoning to Rural Residential serves the public welfare by supporting responsible, low-density residential growth that is consistent with the character of the surrounding area. This change will allow for additional rural residential housing opportunities, helping meet local demand while preserving open space and maintaining the agricultural and scenic qualities valued in the community. Rural Residential zoning provides an appropriate balance between growth and land preservation. It encourages orderly development, improves long-term land use planning, and aligns the property with nearby zoning and uses. By converting from Agriculture and Residential Suburban to Rural Residential, the property can contribute to the community’s overall housing needs while ensuring that development remains compatible, low-impact, and beneficial to the surrounding neighborhood.”

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

The Planning Commission voted to approve this case with a vote of 7/0 at their December 9, 2025, meeting.

STAFF REFERENCE:

MAP - Ry Muzzarelli, P.E., Development Services Director

ATTACHMENTS:

[Ordinance](#)

[Vicinity Map](#)

[Planning Requirements](#)

[Planning Commission Minutes 12/09/2025](#)

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR THE A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 49, RANGE 72, ALSO KNOWN AS 4500 FORCE ROAD, CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, FROM R-S, SUBURBAN RESIDENTIAL DISTRICT, AND AG, AGRICULTURAL DISTRICT, TO R-R, RURAL RESIDENTIAL DISTRICT, PER THE ATTACHED EXHIBIT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, THAT:

Section 1. Legal Description

A Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming

Section 2. Zoning Amendment

A Portion of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter and all of the Southeast Quarter of the Northwest Quarter, Section 6, Township 49, Range 72, Also Known As 4500 Force Road, City of Gillette, Campbell County, Wyoming, is hereby amended from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District, per the attached Exhibit.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Shay Lundvall, Mayor

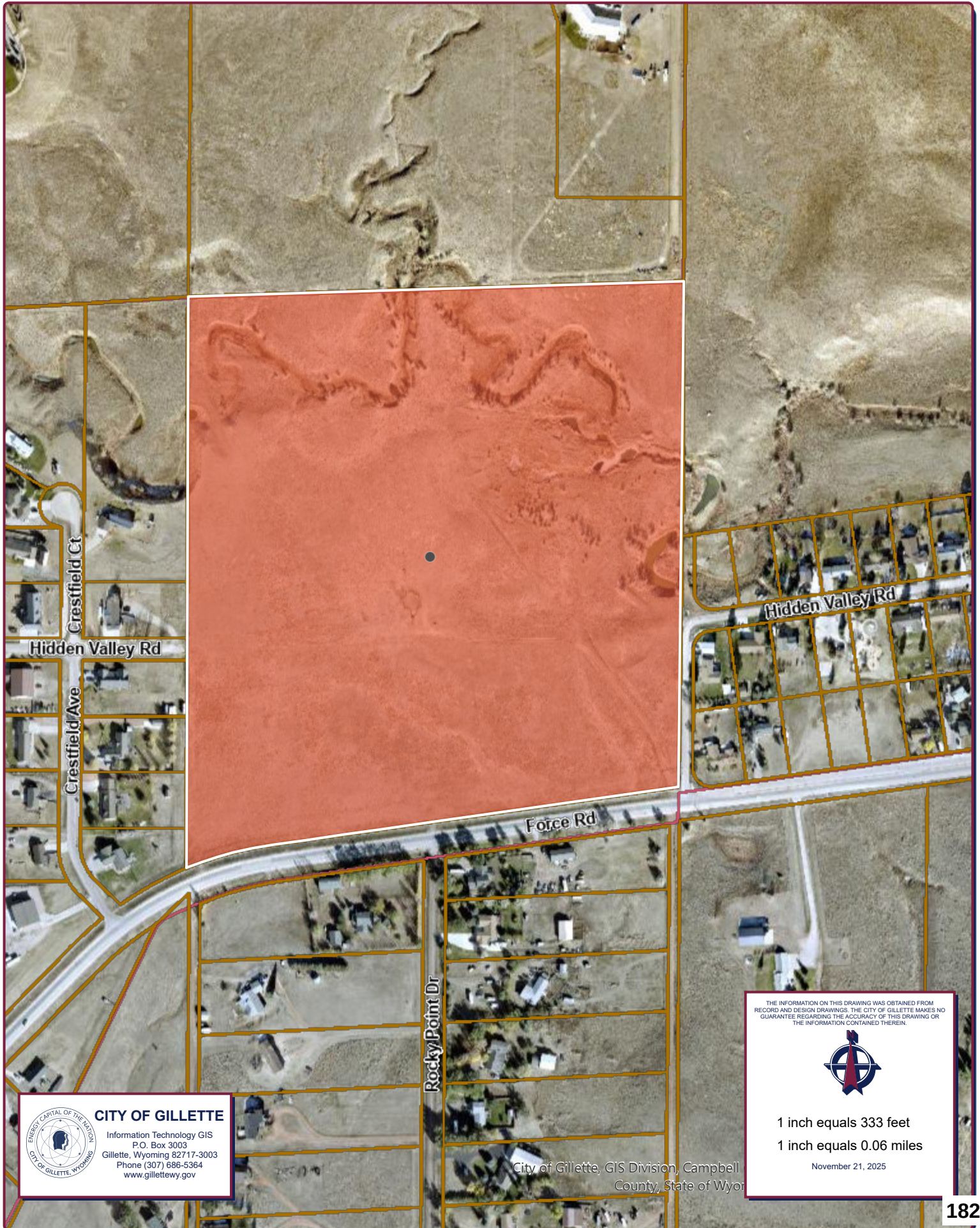
(S E A L)

ATTEST:

Alicia Allen, City Clerk

Publication Date:

Vicinity Map - 4500 Force Road - Zoning Map Amendment



CITY OF GILLETTE

Information Technology GIS
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM
RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO
GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR
THE INFORMATION CONTAINED THEREIN.



1 inch equals 333 feet

1 inch equals 0.06 miles

November 21, 2025

City of Gillette, GIS Division, Campbell
County, State of Wyoming

Planning Requirements

PL2025-0047

Zoning Map Amendment | 4500 Force Road

There are no Planning Requirements for this case.

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
Council Chambers ~ City Hall ~ December 9, 2025 ~ 5:15 pm

PRESENT

Commission Members Present: Chair Shaun Hottell, Vice-Chair Richard Cone, Matthew Nelson, Ian Scott, Jack Colson, Brian Rozier, and Lance Walker.

Commission Members Absent:None

Staff Present: Meredith Duvall, Planning Manager; Shannon Stefanick, City Planner; Jill McCarty, Administrative Coordinator.

CALL TO ORDER

Chair Shaun Hottell called the meeting to order at 5:15 p.m.

APPROVAL OF
THE MINUTES

A motion was made by Matthew Nelson to approve the meeting minutes of October 28, 2025. Brian Rozier seconded the motion. Motion carried 7/0.

Case No.
PL2025-0047 –
ZONING MAP
AMENDMENT –
4500 Force Road

The applicant seeks to amend the Zoning Map to rezone 4500 Force Road from R-S, Suburban Residential District, and Ag, Agricultural District, to R-R, Rural Residential District. The proposed rezone area is approximately 44.77 acres.

The property is currently vacant and has no structures on it. The property does have access to city utilities (water, wastewater, and electrical) running along Force Road and Hidden Valley Road.

The parcel currently has both R-S, Suburban Residential District, and Ag, Agricultural District within its boundary, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations

The 2025 Comprehensive Plan identifies 4500 Force Road as Rural Estate Living within the Future Land Use Map, therefore, this rezone does support the Comprehensive Plan as it would be infill Rural Estate Living.

Meredith Duvall said there was one call from the public regarding the case and it was a general inquiry only.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Jack Colson asked if the applicant/owner was planning to connect Hidden Valley Road, and Meredith Duvall said that it was unknown as there have been no subdivision plats received by the city's Planning Division.

Riley Kleven, resident on Spring Hill Road located north of the proposed rezone area, was present and asked if there were plans to subdivide the property and if so, how it would be subdivided. Meredith Duvall said while they can subdivide the property at this time the owners have only submitted for the rezoning of the property. Ms. Duvall said that if a subdivision of the property were to happen then all the same notices with a mailing, and sign on the property would happen just like the rezoning of the property had.

There being no further comments or questions, Ian Scott made a motion to approve the case, and Lance Walker seconded. The Motion carried 7/0.

Case No.
PL2025-0041 —
NEW TOWER —
3000 Lakeway Rd

The applicant proposes to construct a new 100-foot stealth monopole wireless communications tower at 3000 W Lakeway Road. The property is a large parcel located at the intersection of W Lakeway Road and Skyline Drive, and is zoned C-1, General Commercial District.

Section 9 of the Zoning Ordinance identifies “privately owned land in commercial zones” as a preferred location for new wireless towers. The proposed tower would be situated approximately 300 feet north of W Lakeway Road, and 100 feet west of Skyline Drive. Access to the site is provided by Skyline Dr and will require permitting through the Wyoming Department of Transportation.

The proposed facility is intended to address an existing coverage gap in the wireless network and will meet the required ½ mile tower spacing standard in Section 9. The selected location reflects an effort to balance technical network requirements with community compatibility, aesthetic sensitivity, and compliance with the City’s design standards for stealth facilities.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Andy Cockell, with Maverick Towers, was present and said his company had proposed two designs for the cell tower: a monopine design that he thought didn’t work great in the Gillette area but does meet the stealth requirement of the Zoning Ordinance, and a earthtone standard monopole design.

Chair Hottell inquired regarding the voting procedure for the two tower design options presented by Mr. Cockrell. Ms. Stefanick clarified that the Commission may move to approve either design. She noted that should a motion for one version fail, the Commission is permitted to subsequently vote on the alternative design.

Ms. Stefanick stated that staff recommends the stealth monopine design due to the area’s commercial zoning and potential for future development. She noted that if the design is not approved now, the City will not have the authority to require the owners to retrofit the tower for stealth in the future.

Lance Walker asked about the maintenance on the stealth monopine versus the standard monopole design. Mr. Cockrell said the stealth monopine is more expensive to build and requires more labor to maintain.

There being no further comments or questions, Chair Hottell made a motion to approve the stealth monopine tower for the case, and Lance Walker seconded. The Motion carried 7/0.

Case No.
PL2025-0042 —
MINOR
SUBDIVISION —
2701 Lakeway Rd

The applicant proposes to subdivide an existing 24.38 acre parcel located at 2701 Lakeway Road and combine the subdivided 1.01 acre parcel with 2413 Knollwood Drive, creating two lots.

Tract P (known as 2701 Lakeway Road) will be 23.38 acres and has no existing structures on it. Lot 1 will be 2.40 acres and has one house, a detached garage, and two sheds on it. Tract P is zoned R-4, Multi-Family Residential District and at this

time is to remain R-4. Lot 1 will contain two zoning districts, R-4, Multi-Family and R-R, Rural Residential, so the property owner has requested a Zoning Map Amendment to correct this – PL2025-0048.

Meredith Duvall said the city received two calls regarding the case. One caller asked about drainage and requested a copy of the plat. Ms. Duvall informed the caller that the plat was currently unavailable as it was under revision. The second caller questioned the reason for merging the properties and expressed concern regarding potential business storage on the residential lot. Ms. Duvall said that both callers were notified of the upcoming public hearing dates for the Planning Commission and City Council meetings.

Chair Hottell asked if this property was just recently rezoned, and Ms. Duvall said it had been rezoned to R-4, Multi-Family Residential, earlier this year.

Chair Hottell asked if there were any comments or questions by the public or the Commission.

There being no further comments or questions, Matthew Nelson made a motion to approve the case, and Brian Rozier seconded. The Motion carried 6/0/1 Abstention.

Case No.
PL2025-0048 –
ZONING MAP
AMENDMENT –
Lot 1, Pronghorn
Ranch Ph III

The applicant seeks to amend the Zoning Map to rezone Lot 1, Pronghorn Ranch Phase III, from R-4, Multi-Family Residential District, to R-R, Rural Residential District. This rezone is in response to the subdivision request of PL2025-0042. The proposed rezone area is approximately 1.01 acres.

Due to the above-mentioned subdivision of PL2025-0042, if a rezoning does not take place, then there will be two different zoning districts on one single lot, with the northern half being R-4, Multi Family, and the southern half being R-R, Rural Residential, which is illegal, as a single parcel is required to contain one zoning district. Because of the split zoning issue on the parcel, this rezone would correct an obvious error or oversight in the regulations (which the Zoning Map is considered a regulatory document).

Chair Hottell asked if there were any comments or questions by the public or the Commission.

Kathy Hopkins, resident of the area on Bush Avenue, was present and asked if there were plans to extend Knollwood Avenue. Ms. Duvall said that the extension of the road would require a major subdivision due to the extension of utilities that would be needed for it. Ms. Duvall said the Planning Division has not received any plans for the road to be extended. Ms. Hopkins said she does not want the road to be extended.

There being no further comments or questions, Richard Cone made a motion to approve the case, and Ian Scott seconded. The Motion carried 6/0/1 Abstention.

OLD BUSINESS

None.

NEW BUSINESS

Meredith Duvall said the December 23, 2025, meeting is canceled, and the next meeting will be January 13, 2026.

ADJOURNMENT

The meeting was adjourned at 5:43 p.m.

Minutes taken and prepared by Jill McCarty, Administrative Coordinator.

DRAFT



**CITY OF GILLETTE
CITY COUNCIL**

DATE: **December 16, 2025**

TITLE:

Council Meeting Safety & Public Meeting Rules.

CASE BACKGROUND:

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

STAFF REFERENCE:

Michael H. Cole, City Administrator

ATTACHMENTS:

[Meeting Safety & Public Meeting Rules](#)



CITY CLERK'S OFFICE

CITY COUNCIL MEETING SAFETY & PUBLIC MEETING RULES

The purpose of these rules is to allow Council Meetings open to all viewpoints germane to City government business. The rules provide a safe environment for the public, Council, and City staff while preserving order, decorum and minimizing any potential disruption.

Speakers

- Persons seeking to be recognized for public comment must, without exception:
 - State their name
 - State their physical address
 - If speaking on behalf of an organization, identify their position or affiliation
- The public comment period will be limited to ten (10) minutes total.
- Speakers must remain behind the podium/lectern.
- Speakers shall refrain from making comments of a personal nature that reflect upon the character of a Councilperson, the Mayor, City staff, or another speaker. Personal criticism, ridicule, intimidating behavior, and name calling is forbidden.
- Speakers shall refrain from the use of indecent or obscene language, "fighting words" or other language which is disruptive to the orderly discussion at the meeting.

Audience Members

- Audience members will refrain from distracting side conversations or speaking out when another person is talking.
- Audience members will refrain from shouting, booing, or other similar unruly behavior that impedes or disrupts the orderly conduct of the meeting.

Enforcement of Meeting Rules

- The Governing Body will request that a person violating any Meeting Rules cease the violation.
- Failure to comply with the Governing Body's warning may result in removal from the Council Chambers, criminal prosecution pursuant to Gillette City Code Section 14-5, recess of the meeting, or any remedy available under Wyoming law.